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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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Jeffrey A. Meyers  
Commissioner

Lisa Morris, MSSW  
Director

June 15, 2017

His Excellency, Governor Christopher T. Sununu  
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, to enter into **retroactive, sole source** agreements and amend fifteen (15) existing contract agreements with the vendors listed in the table below, by increasing the Price limitation by \$519,978 from \$2,079,964 to an amount not to exceed \$2,599,942, to continue to provide access to preventive and reparative dental treatment for individuals participating in the statewide community-based and/or school-based oral health programs, and extend the Completion Date from June 30, 2017 to June 30, 2018, to be effective retroactive to July 1, 2017, upon date of Governor and Council approval. These agreements were originally approved by Governor and Council on June 19, 2013, Item #93 and July 10, 2013, Item #48, and subsequently amended on May 6, 2015, Item #16, June 10, 2015, Item #12, June 24, 2015, Item #57, and November 4, 2015, Item #16. Funds are 57.17% Federal and 42.83% General Funds.

Funds are anticipated to be available in SFY 2018 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Vendor	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
Catholic Medical Center	142,400	35,100	177,500
Concord Hospital, Inc.	94,000	23,500	117,500
Coos County Family Health Services, Inc.	388,000	97,000	485,000
Dental Health Works of Cheshire County, Inc.	108,192	25,624	133,816
Easter Seals New Hampshire	142,400	35,100	177,500
Families First of the Greater Seacoast	205,336	49,869	255,205
Goodwin Community Health	189,792	48,588	238,380
Greater Nashua Dental Connection, Inc.	142,400	35,100	177,500
HealthFirst Family Care Center	95,792	25,088	120,880
Lamprey Health Care, Inc.	96,394	22,830	119,224
Manchester Health Department	95,792	25,088	120,880
Monadnock Community Hospital	95,792	25,088	120,880
Speare Memorial Hospital	91,482	21,667	113,149
Sullivan County Oral Health Collaborative, Inc.	95,792	25,088	120,880
Tri-County Community Action Program, Inc.	96,400	25,248	121,648
<b>TOTAL</b>	<b>\$2,079,964</b>	<b>\$519,978</b>	<b>\$2,599,942</b>

See attachment for financial detail

### EXPLANATION

The Department is requesting this **retroactive, sole source** 12-month amendment to 1) avoid a break in service of these critical services, and 2) allow the Department adequate time to develop and publish a new Request for Proposal.

This requested action seeks approval of 15 of 15 agreements to provide statewide increased access to oral health care services. These services include oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth for low income and uninsured children and adults statewide.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. The causes of oral health problems are multifaceted: Individuals with less income, less education or who have disabilities are less likely to be able to access dental care and more likely to have dental problems. In difficult economic times, more people have less access to dental care. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. Among third grade students, without access to care and assessed in the 2014 statewide school-based survey, thirty-five percent (35%) had a history of tooth decay. Among older adults in six senior centers and congregate meal sites, thirty-one percent (31%) had untreated decay. In addition, increasing numbers of refugees have even greater difficulty accessing oral health care when the need for foreign language interpretation presents another barrier to dental treatment.

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

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

These vendors were selected for this project through a competitive bid process.

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

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

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

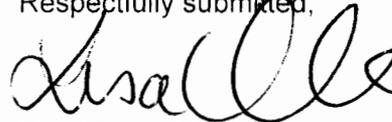
- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental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

Area served: Statewide

Source of Funds: 57.17% Federal Funds from the Centers for Disease Control and Prevention, PPHF 2016 Preventive Health and Human Services Block Grant, and 42.83% 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,



Lisa Morris, MSSW  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

**ORAL HEALTH COMMUNITY SCHOOL BASED CONTRACTS  
FINANCIAL DETAIL ATTACHMENT SHEET**

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

SFY 2018 - 57.17% Federal Funds and 42.83% General Funds  
CFDA #93.758 ~ FAIN# B01OT009098

<b>Catholic Medical Center</b>						
<b>Service Provided:</b>		Community Based		Vendor #177240-B001		PO # 1032197
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 36,100.00	\$ -	\$ 36,100.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 35,100.00	\$ -	\$ 35,100.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 36,100.00	\$ -	\$ 36,100.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 35,100.00	\$ -	\$ 35,100.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 35,100.00	\$ 35,100.00
			<b>Subtotal</b>	<b>\$ 142,400.00</b>	<b>\$ 35,100.00</b>	<b>\$ 177,500.00</b>

<b>Concord Hospital, Inc.</b>						
<b>Service Provided:</b>		Community Based		Vendor #177653-B011		PO # 1031461
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 23,500.00	\$ -	\$ 23,500.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 23,500.00	\$ -	\$ 23,500.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 23,500.00	\$ -	\$ 23,500.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 23,500.00	\$ -	\$ 23,500.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 23,500.00	\$ 23,500.00
			<b>Subtotal</b>	<b>\$ 94,000.00</b>	<b>\$ 23,500.00</b>	<b>\$ 117,500.00</b>

<b>Coos County Family Health Services, Inc.</b>						
<b>Service Provided:</b>		Community/School Based		Vendor #155327-B001		PO # 1031462
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 97,000.00	\$ -	\$ 97,000.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 97,000.00	\$ -	\$ 97,000.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 97,000.00	\$ -	\$ 97,000.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 97,000.00	\$ -	\$ 97,000.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 97,000.00	\$ 97,000.00
			<b>Subtotal</b>	<b>\$ 388,000.00</b>	<b>\$ 97,000.00</b>	<b>\$ 485,000.00</b>

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**ORAL HEALTH COMMUNITY SCHOOL BASED CONTRACTS  
FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Dental Health Works of Cheshire County, Inc.</b>						
<b>Service Provided:</b> Community Based		Vendor #167928-B001			PO # 1031568	
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 28,472.00	\$ -	\$ 28,472.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 25,624.00	\$ -	\$ 25,624.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 28,472.00	\$ -	\$ 28,472.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 25,624.00	\$ -	\$ 25,624.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 25,624.00	\$ 25,624.00
			<b>Subtotal</b>	<b>\$ 108,192.00</b>	<b>\$ 25,624.00</b>	<b>\$ 133,816.00</b>

<b>Easter Seals New Hampshire</b>						
<b>Service Provided:</b> Community Based		Vendor #177204-B005			PO # 1031467	
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 36,100.00	\$ -	\$ 36,100.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 35,100.00	\$ -	\$ 35,100.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 36,100.00	\$ -	\$ 36,100.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 35,100.00	\$ -	\$ 35,100.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 35,100.00	\$ 35,100.00
			<b>Subtotal</b>	<b>\$ 142,400.00</b>	<b>\$ 35,100.00</b>	<b>\$ 177,500.00</b>

<b>Families First of the Greater Seacoast</b>						
<b>Service Provided:</b> Community/School Based		Vendor #166629-B001			PO # 1031470	
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
<b>Service Provided: Community Based</b>						
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 23,500.00	\$ -	\$ 23,500.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 23,500.00	\$ -	\$ 23,500.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 23,500.00	\$ -	\$ 23,500.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 23,500.00	\$ -	\$ 23,500.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 23,500.00	\$ 23,500.00
			<b>Subtotal</b>	<b>\$ 94,000.00</b>	<b>\$ 23,500.00</b>	<b>\$ 117,500.00</b>
<b>Service Provided: School-Based</b>						
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 29,299.00	\$ -	\$ 29,299.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 26,369.00	\$ -	\$ 26,369.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 29,299.00	\$ -	\$ 29,299.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 26,369.00	\$ -	\$ 26,369.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 26,369.00	\$ 26,369.00
			<b>Subtotal</b>	<b>\$ 111,336.00</b>	<b>\$ 26,369.00</b>	<b>\$ 137,705.00</b>
			<b>Subtotal</b>	<b>\$ 205,336.00</b>	<b>\$ 49,869.00</b>	<b>\$ 255,205.00</b>

**ORAL HEALTH COMMUNITY SCHOOL BASED CONTRACTS  
FINANCIAL DETAIL ATTACHMENT SHEET**

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<b>Goodwin Community Health</b>						
<b>Service Provided:</b>		Community/School Based	Vendor #154703-B001		PO # 1031473	
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
<b>Service Provided: Community Based</b>						
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 23,500.00	\$ -	\$ 23,500.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 23,500.00	\$ -	\$ 23,500.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 23,500.00	\$ -	\$ 23,500.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 23,500.00	\$ -	\$ 23,500.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 23,500.00	\$ 23,500.00
			<b>Subtotal</b>	<b>\$ 94,000.00</b>	<b>\$ 23,500.00</b>	<b>\$ 117,500.00</b>
<b>Service Provided: School-Based</b>						
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 22,808.00	\$ -	\$ 22,808.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 25,088.00	\$ -	\$ 25,088.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 22,808.00	\$ -	\$ 22,808.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 25,088.00	\$ -	\$ 25,088.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 25,088.00	\$ 25,088.00
			<b>Subtotal</b>	<b>\$ 95,792.00</b>	<b>\$ 25,088.00</b>	<b>\$ 120,880.00</b>
			<b>Subtotal</b>	<b>\$ 189,792.00</b>	<b>\$ 48,588.00</b>	<b>\$ 238,380.00</b>

<b>Greater Nashua Dental Connection, Inc.</b>						
<b>Service Provided:</b>		Community Based	Vendor #158470-B001		PO # 1031513	
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 36,100.00	\$ -	\$ 36,100.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 35,100.00	\$ -	\$ 35,100.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 36,100.00	\$ -	\$ 36,100.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 35,100.00	\$ -	\$ 35,100.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 35,100.00	\$ 35,100.00
			<b>Subtotal</b>	<b>\$ 142,400.00</b>	<b>\$ 35,100.00</b>	<b>\$ 177,500.00</b>

<b>HealthFirst Family Care Center</b>						
<b>Service Provided:</b>		School Based	Vendor #158221-B001		PO # 1031514	
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 22,808.00	\$ -	\$ 22,808.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 25,088.00	\$ -	\$ 25,088.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 22,808.00	\$ -	\$ 22,808.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 25,088.00	\$ -	\$ 25,088.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 25,088.00	\$ 25,088.00
			<b>Subtotal</b>	<b>\$ 95,792.00</b>	<b>\$ 25,088.00</b>	<b>\$ 120,880.00</b>

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**ORAL HEALTH COMMUNITY SCHOOL BASED CONTRACTS  
FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Lamprey Health Care, Inc.</b>						
<b>Service Provided:</b> School Based		Vendor #177677-R001			PO # 1031518	
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 25,367.00	\$ -	\$ 25,367.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 22,830.00	\$ -	\$ 22,830.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 25,367.00	\$ -	\$ 25,367.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 22,830.00	\$ -	\$ 22,830.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 22,830.00	\$ 22,830.00
			<b>Subtotal</b>	<b>\$ 96,394.00</b>	<b>\$ 22,830.00</b>	<b>\$ 119,224.00</b>

<b>Manchester Health Department</b>						
<b>Service Provided:</b> Community Based		Vendor #177433-B009			PO # 1031522	
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 22,808.00	\$ -	\$ 22,808.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 25,088.00	\$ -	\$ 25,088.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 22,808.00	\$ -	\$ 22,808.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 25,088.00	\$ -	\$ 25,088.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 25,088.00	\$ 25,088.00
			<b>Subtotal</b>	<b>\$ 95,792.00</b>	<b>\$ 25,088.00</b>	<b>\$ 120,880.00</b>

<b>Monadnock Community Hospital</b>						
<b>Service Provided:</b> School Based		Vendor #177164-B006			PO # 1031569	
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 22,808.00	\$ -	\$ 22,808.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 25,088.00	\$ -	\$ 25,088.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 22,808.00	\$ -	\$ 22,808.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 25,088.00	\$ -	\$ 25,088.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 25,088.00	\$ 25,088.00
			<b>Subtotal</b>	<b>\$ 95,792.00</b>	<b>\$ 25,088.00</b>	<b>\$ 120,880.00</b>

<b>Speare Memorial Hospital</b>						
<b>Service Provided:</b> School Based		Vendor #177178-B002			PO # 1031533	
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 24,074.00	\$ -	\$ 24,074.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 21,667.00	\$ -	\$ 21,667.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 24,074.00	\$ -	\$ 24,074.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 21,667.00	\$ -	\$ 21,667.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 21,667.00	\$ 21,667.00
			<b>Subtotal</b>	<b>\$ 91,482.00</b>	<b>\$ 21,667.00</b>	<b>\$ 113,149.00</b>

**ORAL HEALTH COMMUNITY SCHOOL BASED CONTRACTS  
FINANCIAL DETAIL ATTACHMENT SHEET**

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<b>Sullivan County Oral Health Collaborative, Inc.</b>						
<b>Service Provided:</b>		School Based	Vendor #208150-B002		PO # 1046983	
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 22,808.00	\$ -	\$ 22,808.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 25,088.00	\$ -	\$ 25,088.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 22,808.00	\$ -	\$ 22,808.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 25,088.00	\$ -	\$ 25,088.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 25,088.00	\$ 25,088.00
<b>Subtotal</b>				<b>\$ 95,792.00</b>	<b>\$ 25,088.00</b>	<b>\$ 120,880.00</b>

<b>Tri-County Community Action Program, Inc.</b>						
<b>Service Provided:</b>		School Based	Vendor #177195-B011		PO # 1031571	
State Fiscal Year	Class / Account	Class Title	Job Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svcs	90072003	\$ 22,952.00	\$ -	\$ 22,952.00
2015	102-500731	Contracts for Prog Svcs	90072003	\$ 25,248.00	\$ -	\$ 25,248.00
2016	102-500731	Contracts for Prog Svcs	90072003	\$ 22,952.00	\$ -	\$ 22,952.00
2017	102-500731	Contracts for Prog Svcs	90072003	\$ 25,248.00	\$ -	\$ 25,248.00
2018	102-500731	Contracts for Prog Svcs	90072003	\$ -	\$ 25,248.00	\$ 25,248.00
<b>Subtotal</b>				<b>\$ 96,400.00</b>	<b>\$ 25,248.00</b>	<b>\$ 121,648.00</b>
<b>TOTAL</b>				<b>\$ 2,079,964.00</b>	<b>\$ 519,978.00</b>	<b>\$ 2,599,942.00</b>

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 8<sup>th</sup> day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Catholic Medical Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a principal place of business at 100 McGregor Street, Suite 305, Manchester, NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, Item #48, and subsequently amended on May 6, 2015, Item #16, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$35,100 from \$142,400 to read: \$177,500.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.



**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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

6/30/17  
Date

*Lisa Morris*  
Name: Lisa Morris, MSSW  
Title: Director

Catholic Medical Center

6/29/17  
Date

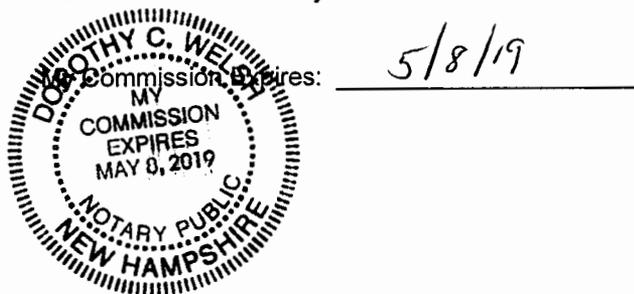
*Joseph Pepe*  
Name: Joseph Pepe MD  
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 6/29/17, before the undersigned officer, personally appeared the person identified directly 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.

*Dorothy C. Welsh*  
Signature of Notary Public or ~~Justice of the Peace~~

Dorothy C. Welsh  
Name and Title of Notary or Justice of the Peace



**New Hampshire Department of Health and Human Services**  
**Statewide Community and School-Based Oral Health Services**



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

OFFICE OF THE ATTORNEY GENERAL

7/3/17  
Date

Name: \_\_\_\_\_  
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 SFY 2018

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Catholic Medical Center (Poisson Dental)

Statewide Community and School Based Oral  
Budget Request for: Health Services  
(Name of RFP)

Budget Period: SFY 2018

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

Indirect As A Percent of Direct

0.0%

Exhibit B-1 Budget SFY 2018

Contractor Initials: \_\_\_\_\_



Date: \_\_\_\_\_

6/29/17

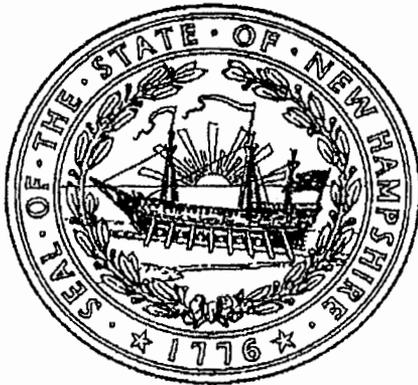
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CATHOLIC MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 07, 1974. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62116



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of June A.D. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Neil Levesque, Officer and Secretary, of Catholic Medical Center, do hereby certify that:

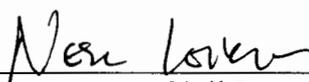
1. I am a duly elected Secretary of Catholic Medical Center, a voluntary corporation organized under the laws of the State of New Hampshire ("CMC")
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation, duly held on June 29, 2017:

**RESOLVED:** That this Corporation enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services, for the provision of Statewide Community and School Based Oral Health services.

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29<sup>th</sup> day of June, 2017;

IN WITNESS WHEREOF, I have hereunto set my hand as the Officer of Secretary of the corporation this 29<sup>th</sup> day of June, 2017

  
\_\_\_\_\_  
Neil Levesque, Secretary

STATE OF NEW HAMPSHIRE  
County of Hillsborough

The forgoing instrument was acknowledged before me this 29th day of June, 2017, by Neil Levesque, Secretary Catholic Medical Center.

  
\_\_\_\_\_  
Dorothy C. Welsh, Notary Public,  
My Commission Expires May 8, 2019

Poisson Dental – Oral health





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/27/2017

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).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377  715651-ALL-GAWXP-17-18	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Pro Select Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : Safety National Casualty Corp.</td> <td>15105</td> </tr> <tr> <td>INSURER C : Arch Specialty Insurance Company</td> <td>21199</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pro Select Insurance Company		INSURER B : Safety National Casualty Corp.	15105	INSURER C : Arch Specialty Insurance Company	21199	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> CMC HEALTHCARE SYSTEM 100 MCGREGOR STREET MANCHESTER, NH 03102														

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-00877628-04                      **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			002NH000016052	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAF4056948	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			UHL0050896-05	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	SP 4053316 *SIR \$750,000	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			002NH000016052	07/01/2017	07/01/2018	PER CLAIM 1,000,000 AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 EVIDENCE OF COVERAGE.

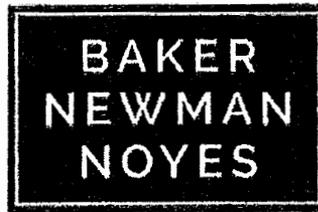
<b>CERTIFICATE HOLDER</b>  New Hampshire Department Of Health And Human Services 129 Pleasant St. Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Susan Molloy <i>Susan Molloy</i>
--	---

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## Catholic Medical Center

### *Mission Statement of Catholic Medical Center:*

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



**Catholic Medical Center  
and Subsidiary**

**Audited Consolidated Financial Statements  
and Other Information**

*Years Ended June 30, 2016 and 2015  
With Independent Auditors' Report*

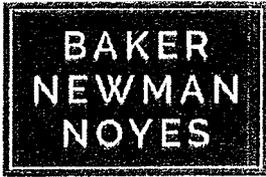
**CATHOLIC MEDICAL CENTER  
AND SUBSIDIARY**

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS  
AND OTHER INFORMATION**

Years Ended June 30, 2016 and 2015

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## INDEPENDENT AUDITORS' REPORT

Board of Trustees  
Catholic Medical Center and Subsidiary

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Catholic Medical Center and Subsidiary, which comprise the consolidated balance sheets as of June 30, 2016 and 2015, 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 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 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.

Board of Trustees  
Catholic Medical Center and Subsidiary

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Catholic Medical Center and Subsidiary as of June 30, 2016 and 2015 and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated September 20, 2016 on our consideration of Catholic Medical Center and Subsidiary'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 Catholic Medical Center and Subsidiary's internal control over financial reporting and compliance.

Baker Newman & Noyes LLC

Manchester, New Hampshire  
September 20, 2016

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**CONSOLIDATED BALANCE SHEETS**

June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets:		
Cash and cash equivalents	\$ 39,176,245	\$ 36,274,074
Short-term investments	26,650,428	26,347,421
Accounts receivable from patients, less allowances of \$21,906,010 in 2016 and \$19,657,249 in 2015	47,860,095	38,585,556
Inventories	3,199,310	2,124,292
Other current assets	<u>6,314,657</u>	<u>4,387,258</u>
Total current assets	123,200,735	107,718,601
Property, plant and equipment, net	81,712,922	80,953,109
Other assets:		
Note receivable, less allowance of \$793,885 in 2015	711,093	-
Intangible assets and other	<u>10,051,221</u>	<u>10,207,121</u>
	10,762,314	10,207,121
Assets whose use is limited:		
Pension and insurance obligations	14,326,697	12,333,513
Board designated and donor restricted investments	89,916,768	92,408,487
Held by trustee under revenue bond agreements	<u>3,945,048</u>	<u>6,126,802</u>
	<u>108,188,513</u>	<u>110,868,802</u>
Total assets	<u>\$323,864,484</u>	<u>\$309,747,633</u>

LIABILITIES AND NET ASSETS

	<u>2016</u>	<u>2015</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 20,778,939	\$ 19,868,252
Accrued salaries, wages and related accounts	12,086,857	15,084,630
Amounts payable to third-party payors	12,869,289	10,535,852
Amounts due to affiliates	1,575,783	1,375,956
Current portion of long-term debt	<u>4,218,098</u>	<u>3,999,845</u>
Total current liabilities	51,528,966	50,864,535
Accrued pension and other liabilities, less current portion	130,914,684	87,774,564
Long-term debt, less current portion	<u>63,190,252</u>	<u>64,199,335</u>
Total liabilities	245,633,902	202,838,434
Net assets:		
Unrestricted	69,990,495	98,262,558
Temporarily restricted	395,655	330,158
Permanently restricted	<u>7,844,432</u>	<u>8,316,483</u>
Total net assets	78,230,582	106,909,199
	<hr/>	<hr/>
Total liabilities and net assets	<u>\$323,864,484</u>	<u>\$309,747,633</u>

See accompanying notes.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**CONSOLIDATED STATEMENTS OF OPERATIONS**

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Net patient service revenues, net of contractual allowances and discounts	\$375,950,006	\$338,747,838
Provision for doubtful accounts	<u>(20,941,899)</u>	<u>(22,167,345)</u>
Net patient service revenues less provision for doubtful accounts	355,008,107	316,580,493
Other revenue	11,526,894	10,153,523
Disproportionate share funding	<u>11,421,493</u>	<u>2,452,816</u>
Total revenues	377,956,494	329,186,832
Expenses:		
Salaries, wages and fringe benefits	178,614,888	163,536,150
Supplies and other	124,795,646	111,408,793
New Hampshire Medicaid enhancement tax	15,778,153	14,962,857
Depreciation and amortization	12,441,142	10,953,213
Interest	<u>2,208,655</u>	<u>2,717,561</u>
Total expenses	<u>333,838,484</u>	<u>303,578,574</u>
Income from operations	44,118,010	25,608,258
Nonoperating gains (losses):		
Investment income	1,147,170	1,898,644
Net realized (losses) gains on sale of investments	(845,551)	1,132,800
Loss on extinguishment of debt	<u>(1,034,157)</u>	<u>—</u>
Total nonoperating (losses) gains, net	<u>(732,538)</u>	<u>3,031,444</u>
Excess of revenues and (losses) gains over expenses	43,385,472	28,639,702
Unrealized depreciation on investments	(2,332,577)	(1,519,111)
Change in fair value of interest rate swap agreement	(462,570)	—
Assets released from restriction used for capital	75,022	272,000
Pension-related changes other than net periodic pension cost	(42,003,139)	(28,985,617)
Net assets transferred to affiliates	<u>(26,934,271)</u>	<u>(17,100,599)</u>
Decrease in unrestricted net assets	(28,272,063)	(18,693,625)
Unrestricted net assets at beginning of year	<u>98,262,558</u>	<u>116,956,183</u>
Unrestricted net assets at end of year	<u>\$ 69,990,495</u>	<u>\$ 98,262,558</u>

See accompanying notes.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended June 30, 2016 and 2015

	<u>Unrestricted</u> <u>Net Assets</u>	<u>Temporarily</u> <u>Restricted</u> <u>Net Assets</u>	<u>Permanently</u> <u>Restricted</u> <u>Net Assets</u>	<u>Total</u> <u>Net Assets</u>
Balances at June 30, 2014	\$116,956,183	\$ 528,802	\$8,161,758	\$125,646,743
Excess of revenues and gains over expenses	28,639,702	-	-	28,639,702
Investment income	-	1,137	1,177	2,314
Changes in interest in perpetual trust	-	-	167,919	167,919
Restricted contributions	-	94,278	-	94,278
Unrealized depreciation on investments	(1,519,111)	-	(14,371)	(1,533,482)
Net assets transferred to affiliates	(17,100,599)	-	-	(17,100,599)
Assets released from restriction used for operations	-	(22,059)	-	(22,059)
Assets released from restriction used for capital	272,000	(272,000)	-	-
Pension-related changes other than net periodic pension cost	<u>(28,985,617)</u>	<u>-</u>	<u>-</u>	<u>(28,985,617)</u>
	<u>(18,693,625)</u>	<u>(198,644)</u>	<u>154,725</u>	<u>(18,737,544)</u>
Balances at June 30, 2015	98,262,558	330,158	8,316,483	106,909,199
Excess of revenues and (losses) gains over expenses	43,385,472	-	-	43,385,472
Investment income	-	1,371	22	1,393
Changes in interest in perpetual trust	-	-	(434,195)	(434,195)
Restricted contributions	-	182,178	-	182,178
Unrealized depreciation on investments	(2,332,577)	-	(37,878)	(2,370,455)
Change in fair value of interest rate swap agreement	(462,570)	-	-	(462,570)
Net assets transferred to affiliates	(26,934,271)	-	-	(26,934,271)
Assets released from restriction used for operations	-	(43,030)	-	(43,030)
Assets released from restriction used for capital	75,022	(75,022)	-	-
Pension-related changes other than net periodic pension cost	<u>(42,003,139)</u>	<u>-</u>	<u>-</u>	<u>(42,003,139)</u>
	<u>(28,272,063)</u>	<u>65,497</u>	<u>(472,051)</u>	<u>(28,678,617)</u>
Balances at June 30, 2016	<u>\$ 69,990,495</u>	<u>\$ 395,655</u>	<u>\$7,844,432</u>	<u>\$ 78,230,582</u>

See accompanying notes.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Operating activities:		
Decrease in net assets	\$ (28,678,617)	\$(18,737,544)
Adjustments to reconcile decrease in net assets to net cash provided by operating activities:		
Depreciation and amortization	12,441,142	10,953,213
Decrease in reserve for loan guaranty	(1,648,436)	-
Pension-related changes other than net periodic pension cost	42,003,139	28,985,617
Net assets transferred to affiliates	26,934,271	17,100,599
Restricted gifts and investment income	(183,571)	(96,592)
Net realized losses (gains) on sales of investments	845,551	(1,132,800)
Decrease (increase) in interest in perpetual trust	434,195	(167,919)
Unrealized depreciation on investments	2,370,455	1,533,482
Loss on extinguishment of debt	1,034,157	-
Change in fair value of interest rate swap agreement	462,570	-
Bond discount/premium and issuance cost amortization	(193,475)	(209,478)
Changes in operating assets and liabilities:		
Accounts receivable, net	(9,274,539)	(9,315,441)
Inventories	(1,075,018)	(113,881)
Other current assets	(2,005,834)	(327,786)
Amounts due from/to affiliates	199,827	65,644
Other assets	(625,807)	(2,252,746)
Accounts payable and accrued expenses	910,687	4,723,087
Accrued salaries, wages and related accounts	(2,997,773)	896,447
Amounts payable to third-party payors	2,333,437	409,971
Accrued pension and other liabilities	<u>2,293,461</u>	<u>(9,903,404)</u>
Net cash provided by operating activities	45,579,822	22,410,469
Investing activities:		
Purchases of property, plant and equipment	(13,100,955)	(15,768,854)
Payments received from note receivable	78,435	72,648
Net change in assets held by trustee under revenue bond agreements	2,181,754	(46,216)
Proceeds from sales of investments	27,241,476	50,516,372
Purchases of investments	<u>(30,696,149)</u>	<u>(49,944,842)</u>
Net cash used by investing activities	(14,295,439)	(15,170,892)
Financing activities:		
Payments on long-term debt	(24,134,512)	(2,590,000)
Proceeds from issuance of long-term debt	24,070,000	-
Payments on capital leases	(1,309,668)	(873,940)
Bond issuance costs	(257,332)	-
Restricted gifts and investment income	183,571	96,592
Net assets transferred to affiliates	<u>(26,934,271)</u>	<u>(17,100,599)</u>
Net cash used by financing activities	<u>(28,382,212)</u>	<u>(20,467,947)</u>
Increase (decrease) in cash and cash equivalents	2,902,171	(13,228,370)
Cash and cash equivalents at beginning of year	<u>36,274,074</u>	<u>49,502,444</u>
Cash and cash equivalents at end of year	<u>\$ 39,176,245</u>	<u>\$ 36,274,074</u>
Noncash investing and financing activities:		
Assets acquired under capital lease agreements	<u>\$ -</u>	<u>\$ 3,061,287</u>

See accompanying notes.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**1. Organization**

The consolidated financial statements for Catholic Medical Center and Subsidiary as of and for the year ended June 30, 2016 include the accounts of Catholic Medical Center (the Medical Center), a voluntary not-for-profit acute care hospital based in Manchester, New Hampshire, and CMC Ancillary Health Services, LLC (CAHS). The Medical Center, which primarily serves residents of New Hampshire and northern Massachusetts, is controlled by CMC Healthcare System, Inc. (the System), a not-for-profit corporation which functions as the parent company and sole member of the Medical Center.

During fiscal year 2016, the Boards of the System, Huggins Hospital (HH) and Monadnock Community Hospital (MCH) signed letters of intent to create an affiliation between the System, HH and MCH. The transaction is subject to execution of certain definitive agreements, confirmatory due diligence, and notice to and approval by certain state and federal agencies.

**2. Significant Accounting Policies**

*Basis of Presentation*

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting.

*Principles of Consolidation*

The consolidated financial statements include the accounts of the Medical Center and CAHS. Significant intercompany accounts and transactions have been eliminated in consolidation.

*Use of Estimates*

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the consolidated financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. The primary estimates relate to collectibility of receivables from patients and third-party payors, amounts payable to third-party payors, accrued compensation and benefits, conditional asset retirement obligations, and self-insurance reserves.

*Income Taxes*

The Medical Center is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the Medical Center's tax positions and concluded the Medical Center 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 the consolidated financial statements.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**2. Significant Accounting Policies (Continued)**

CAHS is a for-profit organization and, in accordance with federal and state tax laws, files income tax returns, as applicable. There was no provision for income taxes for the years ended June 30, 2016 and 2015. There are no significant deferred tax assets or liabilities. CAHS has concluded there are no significant uncertain tax positions requiring disclosure and there is no material liability for unrecognized tax benefits. CAHS's policy is to recognize interest related to unrecognized tax benefits in interest expense and penalties in income tax expense.

*Performance Indicator*

Excess of revenues and (losses) gains over expenses is comprised of operating revenues and expenses and nonoperating gains and losses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating gains or losses, which include realized gains and losses on the sales of securities and property and equipment, unrestricted investment income, loss on extinguishment of debt and contributions to community agencies.

*Charity Care and Community Benefits*

The Medical Center has a formal charity care policy under which patient care is provided to patients who meet certain criteria without charge or at amounts less than its established rates. The Medical Center does not pursue collection of amounts determined to qualify as charity care; therefore, they are not reported as revenues. The Medical Center rendered charity care in accordance with this policy, which, at established charges, amounted to \$12,155,837 and \$18,966,083 for the years ended June 30, 2016 and 2015, respectively.

Of the Medical Center's \$333,838,484 and \$303,578,574 total expenses reported in 2016 and 2015, respectively, an estimated \$3,800,000 and \$6,100,000, respectively, arose from providing services to charity patients. The estimated costs of providing charity services are based on a calculation which applies a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of cost to charges is calculated based on the Medical Center's total expenses divided by gross patient service revenue.

The Medical Center provides community service programs, without charge, such as the Medication Assistance Program, Community Education and Wellness, Patient Transport, and the Parish Nurse Program. The costs of providing these programs amounted to \$916,039 and \$716,119 for the years ended June 30, 2016 and 2015, respectively.

*Concentration of Credit Risk*

Financial instruments which subject the Medical Center to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Medical Center's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Medical Center's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts. The Medical Center's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the SSGA S&P 500 Tobacco Free Fund as of June 30, 2016 and 2015.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**2. Significant Accounting Policies (Continued)**

*Cash and Cash Equivalents*

Cash and cash equivalents include certificates of deposit with maturities of three months or less when purchased and investments in overnight deposits at various banks. Cash and cash equivalents exclude amounts whose use is limited by board designation and amounts held by trustees under revenue bond and other agreements. The Medical Center maintains approximately \$38,000,000 and \$35,000,000 at June 30, 2016 and 2015, respectively, of its cash and cash equivalent accounts with a single institution. The Medical Center has not experienced any losses associated with deposits at this institution.

*Net Patient Service Revenues and Accounts Receivable*

The Medical Center has agreements with third-party payors that provide for payments 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 consolidated financial statements in the year in which they occur.

The Medical 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. For uninsured patients, the Medical Center provides a discount approximately equal to that of its largest private insurance payors.

The provision for doubtful accounts is based upon management's assessment of historical and expected net collections considering historical business and economic conditions, trends in health care coverage, and other collection indicators. The Medical Center records a provision for doubtful accounts in the period services are provided related to self-pay patients, including both uninsured patients and patients with deductible and copayment balances due for which third-party coverage exists for a portion of their balance.

Periodically throughout the year, management assesses the adequacy of the allowance for doubtful accounts based upon historical write-off experience. The results of this review are then used to make any modifications to the provision for doubtful accounts to establish an appropriate allowance for doubtful accounts. The decrease in the provision for doubtful accounts in 2016 is driven primarily by certain shifts in payor mix during the fiscal year. Accounts receivable are written off after collection efforts have been followed in accordance with internal policies.

*Inventories*

Inventories of supplies are stated at the lower of cost (determined by the first-in, first-out method) or market.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**2. Significant Accounting Policies (Continued)**

*Property, Plant and Equipment*

Property, plant and equipment is stated at cost at time of purchase or fair value at the time of donation, less accumulated depreciation. The Medical Center'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. The provisions for depreciation and amortization have been determined using the straight-line method at rates intended to amortize the cost of assets over their estimated useful lives, which range from 2 to 40 years. Assets which have been purchased but not yet placed in service are included in construction in progress and no depreciation expense is recorded.

*Conditional Asset Retirement Obligations*

The Medical Center recognizes the fair value of a liability for legal obligations associated with asset retirements in the period in which the obligation is incurred, in accordance with the Accounting Standards for *Accounting for Asset Retirement Obligations* (ASC 410-20). When the liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long lived asset. The liability is accreted to its present value each period, and the capitalized cost associated with the retirement obligation is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statement of operations.

As of June 30, 2016 and 2015, \$1,126,280 and \$1,112,223, respectively, of conditional asset retirement obligations are included within accrued pension and other liabilities in the accompanying consolidated balance sheets.

*Goodwill*

The Medical Center reviews its goodwill and other long-lived assets annually to determine whether the carrying amount of such assets is impaired. Upon determination that an impairment has occurred, these assets are reduced to fair value. There were no impairments recorded for the years ended June 30, 2016 and 2015.

*Retirement Benefits*

The Catholic Medical Center Pension Plan (the Plan) provides retirement benefits for certain employees of the Medical Center and certain employees of an affiliated organization who have attained age twenty-one and work at least 1,000 hours per year. The Plan consists of a benefit accrued to July 1, 1985, plus 2% of plan year earnings (to legislative maximums) per year. The Medical Center's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the Employee Retirement Income Security Act of 1974, plus such additional amounts as may be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**2. Significant Accounting Policies (Continued)**

Effective January 1, 2008 the Medical Center decided to close participation in the Plan to new participants. As of January 1, 2008, current participants continued to participate in the Plan while new employees receive a higher matching contribution to the tax-sheltered annuity benefit program discussed below.

During 2011, the Board of Trustees voted to freeze the accrual of benefits under the Plan effective December 31, 2011.

The Plan was amended effective as of May 1, 2016 to provide a limited opportunity for certain terminated vested participants to elect an immediate lump sum or annuity distribution option.

The Medical Center also maintains tax-sheltered annuity benefit programs in which it matches one half of employee contributions up to 3% of their annual salary, depending on date of hire, plus an additional 3% - 5% based on tenure. The Medical Center made matching contributions under the program of \$5,241,882 and \$4,986,643 for the years ended June 30, 2016 and 2015, respectively.

During 2007, the Medical Center created a nonqualified deferred compensation plan covering certain employees under Section 457(b) of the Code. Under the plan, a participant may elect to defer a portion of their compensation to be held until payment in the future to the participant or his or her beneficiary. Consistent with the requirements of the Code, all amounts of deferred compensation, including but not limited to any investments held and all income attributable to such amounts, property, and rights will remain subject to the claims of the Medical Center's creditors, without being restricted to the payment of deferred compensation, until payment is made to the participant or their beneficiary. No contributions were made by the Medical Center for the years ended June 30, 2016 and 2015.

The Medical Center also provides a noncontributory supplemental executive retirement plan covering certain former executives of the Medical Center, as defined. The Medical Center's policy is to accrue costs under this plan using the "Projected Unit Credit Actuarial Cost Method" and to amortize past service costs over a fifteen year period. Benefits under this plan are based on the participant's final average salary, social security benefit, retirement income plan benefit, and total years of service. Certain investments have been designated for payment of benefits under this plan and are included in assets whose use is limited—pension and insurance obligations.

During 2007, the Medical Center created a supplemental executive retirement plan covering certain executives of the Medical Center. The Medical Center recorded compensation expense of \$446,521 and \$319,990 for the years ended June 30, 2016 and 2015, respectively, related to this plan.

**Employee Fringe Benefits**

The Medical Center has an "earned time" plan. Under this plan, each qualifying employee "earns" hours of paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays, or illness. Hours earned but not used are vested with the employee and are paid to the employee upon termination. The Medical Center expenses the cost of these benefits as they are earned by the employees.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**2. Significant Accounting Policies (Continued)**

*Debt Issuance Costs/Original Issue Discount or Premium*

The debt issuance costs incurred to obtain financing for the Medical Center's construction and renovation programs and refinancing of prior bonds and the original issue discount or premium are amortized to interest expense using the straight-line method over the repayment period of the bonds. This approximates the effective interest method. The original issue discount or premium and debt issuance costs are presented as a component of long-term debt.

*Assets Whose Use is Limited or Restricted*

Assets whose use is limited or restricted include assets held by trustees under indenture agreements, pension and insurance obligations, 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.

*Classification of 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 by the Medical Center has been limited by donors to a specific time period or purpose. When a donor restriction expires (i.e., 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 consolidated statements of operations as either net assets released from restrictions used for operations (for noncapital-related items and included in other revenue) or as net assets released from restrictions used for capital (for capital-related items).

Permanently restricted net assets have been restricted by donors to be maintained by the Medical Center in perpetuity. Income earned on permanently restricted net assets, to the extent not restricted by the donor, including net unrealized appreciation (depreciation) on investments, is included in the consolidated statements of operations as unrestricted resources or as a change in temporarily restricted net assets in accordance with donor-intended purposes or applicable law.

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

*Investments and Investment Income*

Investments are carried at fair value in the accompanying consolidated financial statements. See Note 8 for further discussion regarding fair value measurements. Realized gains or losses on the sale of investment securities are determined by the specific identification method and are recorded on the settlement date. Unrealized gains and losses on investments are excluded from the excess of revenues and (losses) gains over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Interest and dividend income on unrestricted investments, unrestricted investment income on permanently restricted investments and unrestricted net realized gains/losses are reported as nonoperating gains/losses.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**2. Significant Accounting Policies (Continued)**

*Derivative Instruments*

Derivatives are recognized as either assets or liabilities in the consolidated balance sheets at fair value regardless of the purpose or intent for holding the instrument. Changes in the fair value of derivatives are recognized either in the excess of revenues and (losses) gains over expenses or net assets, depending on whether the derivative is speculative or being used to hedge changes in fair value or cash flows. See also Note 5.

*Beneficial Interest in Perpetual Trust*

The Medical Center is the beneficiary of trust funds administered by trustees or other third parties. Trusts wherein the Medical Center has the irrevocable right to receive the income earned on the trust assets in perpetuity are recorded as permanently restricted net assets at the fair value of the trust at the date of receipt. Income distributions from the trusts are reported as investment income that increase unrestricted net assets, unless restricted by the donor. Annual changes in the fair value of the trusts are recorded as increases or decreases to permanently restricted net assets.

*Investment Policies*

The Medical Center'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 maximize total return while preserving the capital values of the funds, protecting the funds from inflation and providing liquidity as needed. The objective is to provide a real rate of return that meets inflation, plus 4% to 5%, over a long-term time horizon.

The Medical Center targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**2. 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 Medical Center 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 Medical Center, 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 Medical Center currently has a policy allowing interest and dividend income earned on investments to be used for operations with the goal of keeping principal, including its appreciation, intact.

*Federal Grant Revenue and Expenditures*

Revenues and expenses under federal grant programs are recognized as the related expenditure is incurred.

*Malpractice Loss Contingencies*

The Medical Center has a claims-made basis policy for its malpractice insurance coverage. A claims-made basis policy provides specific coverage for claims reported during the policy term. The Medical Center has established a reserve to cover professional liability exposure, which may not be covered by insurance. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Medical Center. In the event a loss contingency should occur, the Medical Center would give it appropriate recognition in its consolidated financial statements in conformity with accounting standards. The Medical Center expects to be able to obtain renewal or other coverage in future periods.

In accordance with Accounting Standards Update (ASU) No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at June 30, 2016 and 2015, the Medical Center recorded a liability of \$12,262,255 and \$11,977,416, respectively, related to estimated professional liability losses covered under this policy. At June 30, 2016 and 2015, the Medical Center also recorded a receivable of \$8,514,255 and \$8,060,416, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other liabilities, and intangible assets and other, respectively, on the consolidated balance sheets.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**2. Significant Accounting Policies (Continued)**

Workers' Compensation

The Medical Center maintains workers' compensation insurance under a self-insured plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Medical Center against excessive losses. The Medical Center has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$2,878,971 and \$2,909,142 at June 30, 2016 and 2015, respectively, have been discounted at 1.25% and, in management's opinion, provide an adequate reserve for loss contingencies. At June 30, 2016, \$1,260,992 and \$1,617,979 is recorded within accounts payable and accrued expenses and accrued pension and other liabilities, respectively, in the accompanying consolidated balance sheets. The Medical Center has also recorded \$293,014 and \$434,929 within other current assets and intangible assets and other, respectively, in the accompanying consolidated balance sheets to limit the accrued losses to the retention amount at June 30, 2016. At June 30, 2015, \$1,270,628 and \$1,638,514 is recorded within accounts payable and accrued expenses and accrued pension and other liabilities, respectively, in the accompanying consolidated balance sheets. The Medical Center has also recorded \$266,399 and \$379,572 within other current assets and intangible assets and other, respectively, in the accompanying consolidated balance sheets to limit the accrued losses to the retention amount at June 30, 2015.

Health Insurance

The Medical Center 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 Medical Center is insured above a stop-loss amount of \$325,000 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at June 30, 2016 and 2015 of \$3,401,522 and \$1,744,516, respectively, are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

Advertising Costs

The Medical Center expenses advertising costs as incurred, and such costs totaled approximately \$1,169,000 and \$794,000 for the years ended June 30, 2016 and 2015, respectively.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Medical Center expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the Medical Center on July 1, 2018. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The Medical Center is evaluating the impact that ASU 2014-09 will have on its consolidated financial statements and related disclosures.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**2. Significant Accounting Policies (Continued)**

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for the Medical Center's fiscal year ending June 30, 2017 with early adoption permitted. The Medical Center has elected to implement ASU 2015-03 in its 2016 consolidated financial statements (with retroactive application to 2015) which is allowed under the pronouncement. The adoption of this pronouncement did not materially affect the consolidated financial statements. See Note 5.

In May 2015, the FASB issued ASU No. 2015-07, *Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)* (ASU 2015-07). ASU 2015-07 removes the requirement to include investments in the fair value hierarchy for which fair value is measured using the net asset value per share practical expedient under ASC 820. ASU 2015-07 is effective for the Medical Center's fiscal year ending June 30, 2017 with early adoption permitted. The Medical Center has elected to implement ASU 2015-07 in its 2016 consolidated financial statements (with retroactive application to 2015 disclosures) which is allowed under the pronouncement. The adoption of this pronouncement did not materially affect the consolidated financial statements. See Notes 8 and 9.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Medical Center on July 1, 2019, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Medical Center is currently evaluating the impact of the pending adoption of ASU 2016-02 on the Medical Center's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities (Topic 958)* (ASU 2016-14). Under ASU 2016-14, the existing three-category classification of net assets (i.e., unrestricted, temporarily restricted and permanently restricted) will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions". ASU 2016-14 also enhances certain disclosures regarding board designations, donor restrictions and qualitative information regarding management of liquid resources. In addition to reporting expenses by functional classifications, ASU 2016-14 will also require the financial statements to provide information about expenses by their nature, along with enhanced disclosures about the methods used to allocate costs among program and support functions. ASU 2016-14 is effective for the Medical Center's fiscal year ending June 30, 2019, with early adoption permitted. The Medical Center is currently evaluating the impact of the pending adoption of ASU 2016-14 on the Medical Center's consolidated financial statements.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**2. Significant Accounting Policies (Continued)**

*Reclassifications*

Certain 2015 amounts have been reclassified to permit comparison with the 2016 consolidated financial statements presentation format.

*Subsequent Events*

Management of the Medical Center evaluated events occurring between the end of its fiscal year and September 20, 2016, the date the consolidated financial statements were available to be issued.

**3. Net Patient Service Revenue**

The following summarizes net patient service revenue for the years ended June 30:

	<u>2016</u>	<u>2015</u>
Gross patient service revenue	\$1,057,880,936	\$943,098,621
Less contractual allowances	681,930,930	604,350,783
Less provision for doubtful accounts	<u>20,941,899</u>	<u>22,167,345</u>
Net patient service revenue	<u>\$ 355,008,107</u>	<u>\$316,580,493</u>

The Medical Center maintains contracts with the Social Security Administration ("Medicare") and the State of New Hampshire Department of Health and Human Services ("Medicaid"). The Medical Center is paid a prospectively determined fixed price for each Medicare and Medicaid inpatient acute care service depending on the type of illness or the patient's diagnosis related group classification. Capital costs and certain Medicare and Medicaid outpatient services are also reimbursed on a prospectively determined fixed price. The Medical Center receives payment for other Medicaid outpatient services on a reasonable cost basis which are settled with retroactive adjustments upon completion and audit of related cost finding reports.

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 percentage of net patient service revenues earned from the Medicare and Medicaid programs was 30% and 5%, respectively, in 2016 and 36% and 5%, respectively, in 2015.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Medical Center believes that it is in compliance with all applicable laws and regulations; 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 (Note 15).

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**3. Net Patient Service Revenue (Continued)**

The Medical Center also maintains contracts with certain commercial carriers, health maintenance organizations, preferred provider organizations and state and federal agencies. The basis for payment under these agreements includes prospectively determined rates per discharge and per day, discounts from established charges and fee screens. The Medical Center does not currently hold reimbursement contracts which contain financial risk components.

The approximate percentages of patient service revenues, net of contractual allowances and discounts and provision for doubtful accounts for the years ended June 30, 2016 and 2015 from third-party payors and uninsured patients are as follows:

	<u>Third-Party Payors</u>	<u>Uninsured Patients</u>	<u>Total All Payors</u>
<b>2016</b>			
Patient service revenue, net of contractual allowance and discounts	99.4%	0.6%	100.0%
<b>2015</b>			
Patient service revenue, net of contractual allowance and discounts	99.6%	0.4%	100.0%

An estimated breakdown of patient service revenues, net of contractual allowances and discounts and provision for doubtful accounts recognized in 2016 and 2015 from major payor sources, is as follows:

	<u>Gross Patient Service Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Doubtful Accounts</u>	<u>Net Patient Service Revenues Less Provision for Doubtful Accounts</u>
<b>2016</b>				
Private payors (includes coinsurance and deductibles)	\$ 394,162,888	\$ 158,628,522	\$ 4,412,464	\$ 231,121,902
Medicaid	117,033,337	99,155,009	1,321,966	16,556,362
Medicare	523,841,449	415,124,785	3,447,062	105,269,602
Self-pay	<u>22,843,262</u>	<u>9,022,614</u>	<u>11,760,407</u>	<u>2,060,241</u>
	<u>\$1,057,880,936</u>	<u>\$681,930,930</u>	<u>\$20,941,899</u>	<u>\$ 355,008,107</u>
<b>2015</b>				
Private payors (includes coinsurance and deductibles)	\$ 353,219,284	\$ 160,233,525	\$ 7,172,479	\$ 185,813,280
Medicaid	87,670,275	71,259,626	565,462	15,845,187
Medicare	470,671,868	355,372,319	1,543,558	113,755,991
Self-pay	<u>31,537,194</u>	<u>17,485,313</u>	<u>12,885,846</u>	<u>1,166,035</u>
	<u>\$ 943,098,621</u>	<u>\$604,350,783</u>	<u>\$22,167,345</u>	<u>\$ 316,580,493</u>

## CATHOLIC MEDICAL CENTER AND SUBSIDIARY

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

#### 3. Net Patient Service Revenue (Continued)

The Medical Center recognizes changes in accounting estimates for net patient service revenues and third-party payor settlements as new events occur or as additional information is obtained. For the years ended June 30, 2016 and 2015, favorable adjustments recorded for changes to prior year estimates were approximately \$4,700,000 and \$2,400,000, respectively.

#### Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.45% of the Medical Center's net patient service revenues in State fiscal year 2016 and 5.5% of the Medical Center's net patient service revenues in State fiscal year 2015, with certain exclusions. The amount of tax incurred by the Medical Center for 2016 and 2015 was \$15,778,153 and \$14,962,857, 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 (DSH) 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. DSH payments from the State are recorded in operating revenues and amounted to \$11,421,493 in 2016 and \$2,452,816 in 2015, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State in 2011 and 2012, the first years 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. The Medical Center has recorded reserves to address its exposure based on the audit results to date.

#### 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. The Medical Center filed certain meaningful use attestations with CMS. Revenue totaling \$1,028,197 and \$1,397,358 associated with these meaningful use attestations is recorded as other revenue for the years ended June 30, 2016 and 2015, respectively.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**4. Property, Plant and Equipment**

The major categories of property, plant and equipment at June 30 are as follows:

	<u>Useful Lives</u>	<u>2016</u>	<u>2015</u>
Land and land improvements	2-40 years	\$ 1,207,869	\$ 1,207,869
Buildings and improvements	2-40 years	80,981,333	80,035,543
Fixed equipment	3-25 years	40,057,230	40,505,237
Movable equipment	3-25 years	105,774,552	103,407,894
Construction in progress		<u>2,165,901</u>	<u>2,837,272</u>
		230,186,885	227,993,815
Less accumulated depreciation and amortization		<u>148,473,963</u>	<u>147,040,706</u>
Net property, plant and equipment		<u>\$ 81,712,922</u>	<u>\$ 80,953,109</u>

Depreciation expense amounted to \$12,341,142 and \$10,854,424 for the years ended June 30, 2016 and 2015, respectively.

The cost of equipment under capital leases was \$7,844,527 at June 30, 2016 and 2015. Accumulated amortization of the leased equipment at June 30, 2016 and 2015 was \$5,217,627 and \$3,906,353, respectively. Amortization of assets under capital leases is included in depreciation and amortization expense.

**5. Long-Term Debt and Note Payable**

Long-term debt at June 30 consists of the following:

	<u>2016</u>	<u>2015</u>
New Hampshire Health and Education Facilities Authority (the Authority) Revenue Bonds:		
Series 2006 Bonds with interest ranging from 4.875% to 5.00% per year and principal payable in annual installments ranging from \$140,000 to \$835,000 through July 2036. In July 2016, Series 2015B Bonds were issued to refund these bonds in full, as described below	\$ 9,345,000	\$30,430,000
Series 2012 Bonds with interest ranging from 4.00% to 5.00% per year and principal payable in annual installments ranging from \$1,125,000 to \$2,755,000 through July 2032	29,805,000	32,065,000
Series 2015A Bonds with interest at a fixed rate of 2.27% per year and principal payable in annual installments ranging from \$185,000 to \$1,655,000 through July 2040	<u>24,070,000</u>	<u>—</u>
	63,220,000	62,495,000
Capitalized lease obligations	2,975,892	4,285,560
Unamortized original issue premiums/discounts	1,916,146	2,150,353
Unamortized debt issuance costs	<u>(703,688)</u>	<u>(731,733)</u>
	67,408,350	68,199,180
Less current portion	<u>(4,218,098)</u>	<u>(3,999,845)</u>
	<u>\$63,190,252</u>	<u>\$64,199,335</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**5. Long-Term Debt and Note Payable (Continued)**

In May 2006, the Medical Center, in connection with the Authority, issued \$32,910,000 of tax-exempt fixed rate revenue bonds (Series 2006). Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center is required to maintain a minimum debt service coverage ratio of 1.25. The Medical Center was in compliance with this covenant for the year ending June 30, 2016. The proceeds of the Series 2006 bond issue were used to advance refund \$9,010,000 of Series 2002A Bonds, to provide funding for renovating additional space and equipment at the Medical Center, and to provide a portion of the funding for the construction of a parking garage.

In December 2012, the Medical Center, in connection with the Authority, issued \$35,275,000 of tax-exempt fixed rate revenue bonds (Series 2012). Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center is required to maintain a minimum debt service coverage ratio of 1.20. The Medical Center was in compliance with this covenant for the year ending June 30, 2016. The proceeds of the Series 2012 bond issue were used to advance refund the remaining 2002A Bonds, advance refund certain 2002B Bonds, pay off a short term CAN note and fund certain capital purchases.

On September 3, 2015, the Authority issued \$32,720,000 of Revenue Bonds, Catholic Medical Center Issue, Series 2015, consisting of the \$24,070,000 aggregate principal amount Series 2015A Bonds and the \$8,650,000 aggregate principal amount Series 2015B Bonds sold via direct placement to a financial institution. Although the Series 2015B Bonds were issued, they were not drawn on until July 1, 2016, as discussed below. Under the terms of the loan agreements, the Medical Center has granted the Authority a first collateralized interest in all gross receipts and a mortgage lien on existing and future property, plant and equipment. The Medical Center is required to maintain a minimum debt service coverage ratio of 1.20. The Medical Center was in compliance with this covenant for the year ending June 30, 2016.

The Series 2015A Bonds were issued to provide funds for the purpose of (i) advance refunding a portion of the outstanding 2006 Bonds in an amount of \$20,655,000 to the first call date of July 1, 2016, (ii) funding certain construction projects and equipment purchases in an amount of approximately \$3,824,000, and (iii) paying the costs of issuance related to the Series 2015 Bonds. As a result of this partial advance refunding, a portion of the unamortized bond issuance costs and original issue discount related to the Series 2006 Bonds were included in the loss on extinguishment of debt, which totaled \$1,034,157 for the year ended June 30, 2016. As of June 30, 2016, \$20,655,000 of advance refunded bonds, which are considered extinguished for purposes of these consolidated financial statements, remain outstanding.

The Series 2015B Bonds were structured as drawdown bonds. On July 1, 2016, the full amount available under the Series 2015B Bonds totaling \$8,650,000 was drawn upon and the proceeds in combination with cash contributed by the Medical Center totaling \$555,000 were used to currently refund the remaining balance of the Series 2006 Bonds totaling \$9,205,000. As no amounts were drawn on the Series 2015B Bonds as of June 30, 2016, there is no outstanding principal reflected within long-term debt in the accompanying consolidated balance sheets as of June 30, 2016 related to the Series 2015B Bonds.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**5. Long-Term Debt and Note Payable (Continued)**

The Medical Center has an agreement with the Authority, which provides for the establishment of various funds, the use of which is generally restricted to the payment of debt. These funds are administered by a trustee, and income earned on certain of these funds is similarly restricted. One of the funds held by the trustee is a debt service reserve fund held solely for the benefit of the Series 2006 bonds. This fund may be used should the Medical Center fail to meet principal and interest payments on the Series 2006 bonds. The reserve fund requirement was \$557,864 as of June 30, 2016. The reserve fund requirement was subsequently removed as the Series 2006 Bonds were fully refunded by the Series 2015B Bonds on July 1, 2016, as previously discussed.

Interest paid by the Medical Center totaled \$2,776,490 and \$2,693,116 for the years ended June 30, 2016 and 2015, respectively.

Subsequent to the debt refinancing discussed above, aggregate principal payments due on the revenue bonds, capital lease obligations and other debt obligations for each of the five years ending June 30 and thereafter are as follows:

2017	\$ 4,218,098
2018	3,922,714
2019	4,021,301
2020	3,968,779
2021	3,580,000
Thereafter	<u>45,930,000</u>
	<u>\$65,640,892</u>

The fair value of the Medical Center's long-term debt is estimated using discounted cash flow analysis, based on the Medical Center's current incremental borrowing rate for similar types of borrowing arrangements. The fair value of the Medical Center's long-term debt, excluding capitalized lease obligations, was \$65,557,512 and \$64,294,967 at June 30, 2016 and 2015, respectively.

Pursuant to a Guaranty Agreement dated as of January 1, 1994 by and between Optima Health, Inc. (Optima) and the trustee for Hillcrest Terrace's (Hillcrest) Series 1994 Bond issue, later transferred from Optima to the Medical Center, the Medical Center has guaranteed to fund, up to a maximum cumulative amount of \$1,900,000, any deficiencies in Hillcrest's Debt Service Reserve Fund (the Reserve Fund) to the extent that the Reserve Fund value, as defined, is less than \$800,000. The Medical Center has made cumulative payments of \$251,564 as of June 30, 2016 and 2015 under this guarantee. The Medical Center had recorded a liability for the remaining \$1,648,436 as of June 30, 2015 within accrued pension and other liabilities in the accompanying consolidated balance sheets based upon management's estimate of future obligations. In July 2016, Hillcrest was acquired by an unrelated third party. As part of the acquisition, the outstanding debt of Hillcrest was refinanced and the Medical Center was released from its guaranty. As a result, the Medical Center has eliminated its \$1,648,436 guaranty liability at June 30, 2016 and recorded a recovery within supplies and other expense in the 2016 accompanying consolidated statement of operations.

## CATHOLIC MEDICAL CENTER AND SUBSIDIARY

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

June 30, 2016 and 2015

#### 5. Long-Term Debt and Note Payable (Continued)

##### Derivatives

The Medical Center uses derivative financial instruments principally to manage interest rate risk. In January 2016, the Medical Center entered into an interest rate swap agreement with an initial notional amount of \$8,650,000 in connection with its planned Series 2015B Bond issuance. The swap agreement hedges the Medical Center's interest exposure by effectively converting interest payments from variable rates to a fixed rate. The swap agreement is designated as a cash flow hedge of the underlying variable rate interest payments, and changes in the fair value of the swap agreement are reported as a change in unrestricted net assets. Under this agreement, the Medical Center pays a fixed rate equal to 1.482%, and receives a variable rate of 69.75% of the one-month LIBOR rate (0.325% at June 30, 2016). Payments under the swap agreement begin August 1, 2016 and the agreement will terminate August 1, 2025.

The fair value of the Medical Center's interest rate swap agreement amounted to a liability of \$462,570 as of June 30, 2016, which amount has been included within accrued pension and other liabilities in the accompanying consolidated balance sheets. The change in the fair value of this derivative of \$462,570 has been included within the consolidated statements of changes in net assets as a change in unrestricted net assets for the year ended June 30, 2016.

#### 6. Note Receivable

During February 1994, Hillcrest, together with the Authority, restructured \$26,000,000 of special obligation revenue bonds (Series 1990). The bondholder consented to an amendment of the Series 1990 bond indenture, which permitted the redemption of the Series 1990 bonds at a price of 85% of the par value thereof, or \$22,100,000. The redemption was accomplished partially with the issuance of \$18,950,000 of Series 1994 revenue bonds to the Authority. The Authority then loaned, under a Loan Agreement and Mortgage, the proceeds thereof to Hillcrest, which proceeds, after payment of certain issuance expenses and accrued interest on the Series 1990 bonds, were used to pay a portion of the redemption price of the Series 1990 bonds. In addition, certain funds deposited into the Series 1990 Reserve Fund were paid to Fidelity Health Alliance, Inc. (the Medical Center's former parent company and one of the organizations which formed Optima and hereinafter referred to as Optima) to repay earlier advances. Optima then loaned \$2,581,528 to Hillcrest pursuant to a subordinated loan agreement. Hillcrest owed Optima \$400,856, which was converted from a current obligation to a long-term obligation and included in the subordinated loan agreement resulting in a total of \$2,982,384 owed to Optima. In conjunction with the disaffiliation from Optima effective July 1, 2000, the subordinated loan became payable to the Medical Center. Hillcrest used a portion of the subordinated loan to pay a portion of the redemption price of the Series 1990 bonds. Also, upon redemption of the Series 1990 bonds, \$1,500,000 from the Series 1990 Reserve Fund was transferred to the Series 1994 Reserve Fund and the remaining amount, \$1,074,000, of the Series 1990 Reserve Fund was used to pay a portion of the redemption price of the Series 1990 bonds. The subordinated loan is subordinated in all respects to the Series 1994 revenue bonds. During 2004, the subordinated loan was restructured by the Medical Center. The principal due was reduced. The new note bears interest at a stated rate of 5% per annum. The balance receivable from Hillcrest is \$800,600 and \$879,035 at June 30, 2016 and 2015, respectively. As of August 31, 2008, Hillcrest defaulted on their debt covenants. As a result, the Medical Center had reserved \$793,885 at June 30, 2015 against the note receivable in the event of default. As discussed in Note 5, in July 2016, Hillcrest was acquired by an unrelated third party. The Medical Center received full payment for the remaining note receivable balance subsequent to year end. As a result, no reserve was necessary at June 30, 2016.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**7. Operating Leases**

The Medical Center has various noncancelable agreements to lease various pieces of medical equipment. The Medical Center also has noncancelable leases for office space. The Medical Center has also assumed lease obligations for physician practices that became provider based. Certain real estate leases are with related parties. Total rent expense paid to related parties for the years ended June 30, 2016 and 2015 was \$1,657,032 and \$1,651,611, respectively. Rental expense under all leases for the years ended June 30, 2016 and 2015 was \$4,287,935 and \$5,043,849, respectively.

Estimated future minimum lease payments under noncancelable operating leases are as follows:

2017	\$ 3,792,664
2018	2,999,654
2019	2,265,555
2020	1,694,007
2021	1,639,415
Thereafter	<u>8,199,476</u>
	<u>\$20,590,771</u>

**8. Investments and Assets Whose Use is Limited**

Investments and assets whose use is limited, are comprised of the following at June 30:

	2016		2015	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Cash and cash equivalents	\$ 7,164,580	\$ 7,164,580	\$ 6,740,841	\$ 6,740,841
U.S. federated treasury obligations	3,945,048	3,945,048	6,126,802	6,126,802
Marketable equity securities	29,024,260	26,710,178	32,268,622	27,825,249
Fixed income securities	46,786,047	46,869,043	40,608,173	40,851,024
Private investment funds	<u>47,919,006</u>	<u>30,501,744</u>	<u>51,471,785</u>	<u>33,219,309</u>
	<u>\$134,838,941</u>	<u>\$115,190,593</u>	<u>\$137,216,223</u>	<u>\$114,763,225</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**8. Investments and Assets Whose Use is Limited**

Investment income and realized gains and losses and unrealized depreciation are summarized as follows:

	<u>2016</u>	<u>2015</u>
Unrestricted:		
Nonoperating investment income	\$ 1,147,170	\$ 1,898,644
Realized (losses) gains on sales of investments, net	(845,551)	1,132,800
Change in unrealized depreciation on investments	<u>(2,332,577)</u>	<u>(1,519,111)</u>
	<u>\$ (2,030,958)</u>	<u>\$ 1,512,333</u>
Restricted:		
Investment income	\$ 1,393	\$ 2,314
Change in unrealized depreciation on investments	(37,878)	(14,371)
Changes in interest in perpetual trust	<u>(434,195)</u>	<u>167,919</u>
	<u>\$ (470,680)</u>	<u>\$ 155,862</u>

Fair value is defined as the price that would be received to sell 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. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Medical Center for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 — Observable inputs such as quoted prices in active markets;

Level 2 — Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3 — Unobservable inputs in which there is little or no market data.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**8. Investments and Assets Whose Use is Limited (Continued)**

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

In determining the appropriate levels, the Medical Center performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at June 30, 2016 and 2015. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy, which is a change from the 2015 presentation. See Note 2.

The following is a description of the valuation methodologies used:

*U.S. Federated Treasury Obligations and Fixed Income Securities*

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency. The Medical Center holds fixed income mutual funds and exchange traded funds, governmental and federal agency debt instruments, municipal bonds, corporate bonds, and foreign bonds which are primarily classified as Level 1 within the fair value hierarchy.

*Marketable Equity Securities*

Marketable equity securities are valued based on stated market prices and at the net asset value of shares held by the Medical Center at year end, which generally results in classification as Level 1 within the fair value hierarchy.

*Private Investment Funds*

The Medical Center invests in private investment funds that consist primarily 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 Medical Center values these investments, 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 manager from time to time, usually monthly and/or quarterly.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
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**8. Investments and Assets Whose Use is Limited (Continued)**

Medical Center 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 private investment funds, 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 private investment funds at the consolidated balance sheet dates are reasonable.

The following tables present information about the Medical Center's assets and liabilities measured at fair value on a recurring basis based upon the lowest level of significant input to the valuations.

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>2016</b>				
<u>Assets</u>				
Cash and cash equivalents	\$ 7,164,580	\$ —	\$ —	\$ 7,164,580
U.S. federated treasury obligations	3,945,048	—	—	3,945,048
Marketable equity securities	29,024,260	—	—	29,024,260
Fixed income securities	<u>46,786,047</u>	<u>—</u>	<u>—</u>	<u>46,786,047</u>
	<u>\$86,919,935</u>	<u>\$ —</u>	<u>\$ —</u>	86,919,935
Investments measured at net asset value:				
Private investment funds				<u>47,919,006</u>
Total assets at fair value				<u>\$134,838,941</u>
<u>Liabilities</u>				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$(462,570)</u>	<u>\$(462,570)</u>
<b>2015</b>				
<u>Assets</u>				
Cash and cash equivalents	\$ 6,740,841	\$ —	\$ —	\$ 6,740,841
U.S. federated treasury obligations	6,126,802	—	—	6,126,802
Marketable equity securities	32,268,622	—	—	32,268,622
Fixed income securities	<u>40,608,173</u>	<u>—</u>	<u>—</u>	<u>40,608,173</u>
	<u>\$85,744,438</u>	<u>\$ —</u>	<u>\$ —</u>	85,744,438
Investments measured at net asset value:				
Private investment funds				<u>51,471,785</u>
Total assets at fair value				<u>\$137,216,223</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
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June 30, 2016 and 2015

**8. Investments and Assets Whose Use is Limited (Continued)**

The following tables present the liabilities carried at fair value as of June 30, 2016 and 2015 that are classified within Level 3 of the fair value hierarchy. The tables reflect gains and losses for the year. Additionally, both observable and unobservable inputs may be used to determine the fair value of positions that the Medical Center has classified within the Level 3 category. As a result, the unrealized gains and losses for liabilities within Level 3 may include changes in fair value that were attributable to both observable and unobservable inputs.

	<u>Fair Value Measurement Using Significant Unobservable Inputs (Level 3) Interest Rate Swap Agreement</u>
Balance at June 30, 2015	\$ -
Unrealized losses	<u>(462,570)</u>
Balance at June 30, 2016	<u>\$(462,570)</u>

There were no significant transfers between Levels 1, 2 or 3 for the years ended June 30, 2016 and 2015.

Net Asset Value Per Share

The following table discloses the fair value and redemption frequency of those assets whose fair value is estimated using the net asset value per share practical expedient at June 30, 2016 and 2015:

<u>Category</u>	<u>Fair Value</u>	<u>Unfunded Commitments</u>	<u>Redemption Frequency</u>	<u>Notice Period</u>
<b>2016</b>				
Private investment funds	\$39,788,388	\$ -	Daily/monthly	2-30 day notice
Private investment funds	8,130,618	-	Quarterly/ annually	65-95 day notice
<b>2015</b>				
Private investment funds	\$42,682,205	\$ -	Daily/monthly	2-30 day notice
Private investment funds	8,789,580	-	Quarterly/ annually	1-2 year lockup with 65-95 day notice

Investment Strategies

U.S. Federated Treasury Obligations and Fixed Income Securities

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

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**8. Investments and Assets Whose Use is Limited (Continued)**

Marketable Equity Securities

The primary purpose of 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 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 Medical Center 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.

Private Investment Funds

The primary purpose of private investment funds is to provide further portfolio diversification and to reduce overall portfolio volatility by investing in strategies that are less correlated with traditional equity and fixed income investments. Private investment funds may provide access to strategies otherwise not accessible through traditional equities and fixed income such as derivative instruments, real estate, distressed debt and private equity and debt.

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts receivable, accounts payable and accrued expenses, amounts payable to third-party payors and long-term debt. The fair value of all financial instruments other than long-term debt approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. See Note 5 for disclosure of the fair value of long-term debt.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**9. Retirement Benefits**

A reconciliation of the changes in the Catholic Medical Center Pension Plan and the Medical Center's Supplemental Executive Retirement Plan projected benefit obligations and the fair value of assets for the years ended June 30, 2016 and 2015, and a statement of funded status of the plans as of June 30 for both years follows:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
Changes in benefit obligations:				
Projected benefit obligations				
at beginning of year	\$ (250,014,863)	\$ (221,842,560)	\$ (5,111,842)	\$ (5,118,270)
Service cost	(900,000)	(700,000)	-	-
Interest cost	(11,004,675)	(10,007,872)	(177,723)	(175,754)
Benefits paid	8,173,151	5,033,040	428,637	466,642
Actuarial loss	(33,830,209)	(22,685,780)	(99,946)	(284,460)
Expenses paid	<u>1,927,274</u>	<u>188,309</u>	<u>-</u>	<u>-</u>
Projected benefit obligations				
at end of year	(285,649,322)	(250,014,863)	(4,960,874)	(5,111,842)
Changes in plan assets:				
Fair value of plan assets				
at beginning of year	178,653,038	172,988,705	-	-
Actual return on plan assets	(4,200,622)	885,682	-	-
Employer contributions	-	10,000,000	428,637	466,642
Benefits paid	(8,173,151)	(5,033,040)	(428,637)	(466,642)
Expenses paid	<u>(1,927,274)</u>	<u>(188,309)</u>	<u>-</u>	<u>-</u>
Fair value of plan assets				
at end of year	<u>164,351,991</u>	<u>178,653,038</u>	<u>-</u>	<u>-</u>
Funded status of plan at June 30	<u>\$ (121,297,331)</u>	<u>\$ (71,361,825)</u>	<u>\$ (4,960,874)</u>	<u>\$ (5,111,842)</u>
Amounts recognized in the				
balance sheets				
consist of:				
Current liability	\$ -	\$ -	\$ (414,364)	\$ (445,591)
Noncurrent liability	<u>(121,297,331)</u>	<u>(71,361,825)</u>	<u>(4,546,510)</u>	<u>(4,666,251)</u>
Net amount recognized	<u>\$ (121,297,331)</u>	<u>\$ (71,361,825)</u>	<u>\$ (4,960,874)</u>	<u>\$ (5,111,842)</u>

The net loss for the defined benefit pension plans that will be amortized from unrestricted net assets into net periodic benefit cost over the next fiscal year is \$4,005,967.

The current portion of accrued pension costs included in the above amounts for the Medical Center amounted to \$414,364 and \$445,591 at June 30, 2016 and 2015, respectively, and has been included in accounts payable and accrued expenses.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**9. Retirement Benefits (Continued)**

The amounts recognized in unrestricted net assets for the years ended June 30, 2016 and 2015 consist of:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
Amounts recognized in the consolidated balance sheets – total plan:				
Unrestricted net assets:				
Net loss	\$ (146,796,806)	\$ (97,927,049)	\$ (2,641,480)	\$ (2,678,302)
Net amount recognized	<u>\$ (146,796,806)</u>	<u>\$ (97,927,049)</u>	<u>\$ (2,641,480)</u>	<u>\$ (2,678,302)</u>

Net periodic pension cost includes the following components for the years ended June 30, 2016 and 2015:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
Service cost	\$ 900,000	\$ 700,000	\$ –	\$ –
Interest cost	11,004,675	10,007,872	177,723	175,754
Expected return on plan assets	(13,208,955)	(12,253,677)	–	–
Amortization of actuarial loss	<u>2,370,029</u>	<u>2,139,276</u>	<u>136,768</u>	<u>144,236</u>
Net periodic pension cost	<u>\$ 1,065,749</u>	<u>\$ 593,471</u>	<u>\$ 314,491</u>	<u>\$ 319,990</u>

Other changes in plan assets and benefit obligations recognized in unrestricted net assets for the years ended June 30, 2016 and 2015 consist of:

	<u>Catholic Medical Center Pension Plan</u>		<u>Pre-1987 Supplemental Executive Retirement Plan</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
Net loss	\$ 51,239,786	\$ 34,053,775	\$ 99,946	\$ 284,460
Amortization of actuarial loss	<u>(2,370,029)</u>	<u>(2,139,276)</u>	<u>(136,768)</u>	<u>(144,236)</u>
Net amount recognized	<u>\$ 48,869,757</u>	<u>\$ 31,914,499</u>	<u>\$ (36,822)</u>	<u>\$ 140,224</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**9. Retirement Benefits (Continued)**

The investments of the plans are comprised of the following at June 30:

	Target Allocation Fiscal Year 2016	Catholic Medical Center Pension Plan	
		2016	2015
Marketable equity securities	70.0%	68.5%	70.1%
Fixed income securities	20.0	20.5	20.0
Other	<u>10.0</u>	<u>11.0</u>	<u>9.9</u>
	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>

The assumption for the long-term rate of return on plan assets has been determined by reflecting expectations regarding future rates of return for the investment portfolio, with consideration given to the distribution of investments by asset class and historical rates of return for each individual asset class.

The weighted-average assumptions used to determine the defined benefit pension plan obligations at June 30 are as follows:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan	
	2016	2015	2016	2015
Discount rate	3.69%	4.51%	2.94%	3.74%
Rate of compensation increase	N/A	N/A	N/A	N/A

The weighted-average assumptions used to determine the defined benefit pension plan's net periodic benefit costs for the years ended June 30 are as follows:

	Catholic Medical Center Pension Plan		Pre-1987 Supplemental Executive Retirement Plan	
	2016	2015	2016	2015
Discount rate	4.51%	4.37%	3.74%	3.53%
Rate of compensation increase	N/A	N/A	N/A	N/A
Expected long-term return on plan assets	7.50	7.50	N/A	N/A

The expected employer contributions for the fiscal year ending June 30, 2017 are not expected to be significant.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**9. Retirement Benefits (Continued)**

The benefits, which reflect expected future service, as appropriate, expected to be paid for the years ending June 30 are:

	<u>Catholic Medical Center Pension Plan</u>	<u>Pre-1987 Supplemental Executive Retirement Plan</u>
2017	\$ 7,152,171	\$ 410,463
2018	7,986,683	399,944
2019	8,848,456	388,835
2020	9,632,960	377,110
2021 - 2025	60,789,175	1,685,101

The Medical Center contributed \$428,637 to the Pre-1987 Supplemental Executive Retirement Plan for the year ended June 30, 2016. No contributions were made to the Catholic Medical Center Pension Plan for the year ended June 30, 2016. The Medical Center plans to make any necessary contributions during the upcoming fiscal 2017 year to ensure the plans continue to be adequately funded given the current market conditions.

The following fair value hierarchy tables present information about the financial assets of the above plans measured at fair value on a recurring basis based upon the lowest level of significant input valuation as of June 30, 2016 and 2015:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>2016</b>				
Cash and cash equivalents	\$ 2,253,370	\$ -	\$ -	\$ 2,253,370
Marketable equity securities	40,623,369	-	-	40,623,369
Fixed income securities	<u>33,668,845</u>	<u>-</u>	<u>-</u>	<u>33,668,845</u>
	<u>\$76,545,584</u>	<u>\$ -</u>	<u>\$ -</u>	76,545,584
Investments measured at net asset value:				
Private investment funds				<u>87,806,407</u>
Total assets at fair value				<u>\$164,351,991</u>
<b>2015</b>				
Cash and cash equivalents	\$ 1,784,219	\$ -	\$ -	\$ 1,784,219
Marketable equity securities	43,774,317	-	-	43,774,317
Fixed income securities	<u>30,954,530</u>	<u>-</u>	<u>-</u>	<u>30,954,530</u>
	<u>\$76,513,066</u>	<u>\$ -</u>	<u>\$ -</u>	76,513,066
Investments measured at net asset value:				
Private investment funds				<u>102,139,972</u>
Total assets at fair value				<u>\$178,653,038</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**9. Retirement Benefits (Continued)**

In accordance with ASU 2015-07, as discussed in Note 8, certain investments that are measured using the net asset value per share practical expedient have not been classified in the fair value hierarchy above, which is a change from the 2015 presentation. See Note 2.

**10. Related Party Transactions**

During 2016 and 2015, the Medical Center made and received transfers of net assets (to) from affiliated organizations as follows:

	<u>2016</u>	<u>2015</u>
Alliance Health Services	\$ (5,940,000)	\$ (4,325,000)
Physician Practice Associates	(20,437,500)	(15,355,000)
Alliance Ambulatory Service	2,100,000	2,700,000
Alliance Resources	(2,627,000)	-
NH Medical Laboratory	(30,000)	(121,000)
Saint Peter's Home	<u>229</u>	<u>401</u>
	<u>\$ (26,934,271)</u>	<u>\$ (17,100,599)</u>

The Medical Center enters into various other transactions with the aforementioned related organizations as well as certain other related organizations. The net effect of these transactions was an amount due to affiliates of \$1,575,783 and \$1,375,956 at June 30, 2016 and 2015, respectively. See Note 7 for related party leasing activity.

**11. Functional Expenses**

The Medical Center provides general health care services to residents within its geographic location including inpatient, outpatient and emergency care. Expenses related to providing these services are as follows at June 30:

	<u>2016</u>	<u>2015</u>
Health care services	\$272,024,819	\$ 252,127,420
General and administrative	<u>61,813,665</u>	<u>51,451,154</u>
	<u>\$333,838,484</u>	<u>\$ 303,578,574</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**12. Concentration of Credit Risk**

The Medical Center 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 is as follows at June 30:

	<u>2016</u>	<u>2015</u>
Medicare	44%	40%
Medicaid	12	13
Commercial insurance and other	19	20
Patients (self pay)	8	10
Anthem Blue Cross	<u>17</u>	<u>17</u>
	<u>100%</u>	<u>100%</u>

**13. Endowments**

In July 2008, the State of New Hampshire enacted a version of UPMIFA (the Act). The new law, which had an effective date of July 1, 2008, eliminates the historical dollar threshold and establishes prudent spending guidelines that consider both the duration and preservation of the fund. As a result of this enactment, subject to the donor's intent as expressed in a gift agreement or similar document, a New Hampshire charitable organization may now spend the principal and income of an endowment fund, even from an underwater fund, after considering the factors listed in the Act.

At June 30, 2016 and 2015, the endowment net asset composition by type of fund consisted of the following:

	<u>Unrestricted Net Assets</u>	<u>Temporarily Restricted Net Assets</u>	<u>Permanently Restricted Net Assets</u>	<u>Total</u>
<b>2016</b>				
Donor-restricted funds	\$ —	\$395,655	\$7,844,432	\$ 8,240,087
Board-designated funds	<u>81,676,681</u>	<u>—</u>	<u>—</u>	<u>81,676,681</u>
Total funds	<u>\$81,676,681</u>	<u>\$395,655</u>	<u>\$7,844,432</u>	<u>\$89,916,768</u>
<b>2015</b>				
Donor-restricted funds	\$ —	\$330,158	\$8,316,483	\$ 8,646,641
Board-designated funds	<u>83,761,846</u>	<u>—</u>	<u>—</u>	<u>83,761,846</u>
Total funds	<u>\$83,761,846</u>	<u>\$330,158</u>	<u>\$8,316,483</u>	<u>\$92,408,487</u>

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**13. Endowments (Continued)**

Changes in endowment net assets consisted of the following for the fiscal years ended June 30:

	<u>Unrestricted Net Assets</u>	<u>Temporarily Restricted Net Assets</u>	<u>Permanently Restricted Net Assets</u>	<u>Total</u>
Balance at June 30, 2014	\$82,783,276	\$ 528,802	\$8,161,758	\$91,473,836
Investment return:				
Investment income	893,885	1,137	1,177	896,199
Net (depreciation) appreciation (realized and unrealized)	<u>(187,315)</u>	<u>—</u>	<u>153,548</u>	<u>(33,767)</u>
Total investment gain	706,570	1,137	154,725	862,432
Contributions	—	94,278	—	94,278
Appropriation for operations	—	(22,059)	—	(22,059)
Appropriation for capital	<u>272,000</u>	<u>(272,000)</u>	<u>—</u>	<u>—</u>
Balance at June 30, 2015	83,761,846	330,158	8,316,483	92,408,487
Investment return:				
Investment income	936,206	1,371	22	937,599
Net depreciation (realized and unrealized)	<u>(3,096,393)</u>	<u>—</u>	<u>(472,073)</u>	<u>(3,568,466)</u>
Total investment (loss) gain	(2,160,187)	1,371	(472,051)	(2,630,867)
Contributions	—	182,178	—	182,178
Appropriation for operations	—	(43,030)	—	(43,030)
Appropriation for capital	<u>75,022</u>	<u>(75,022)</u>	<u>—</u>	<u>—</u>
Balance at June 30, 2016	<u>\$81,676,681</u>	<u>\$ 395,655</u>	<u>\$7,844,432</u>	<u>\$89,916,768</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Medical Center to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2016 and 2015.

**14. Investments in Joint Venture**

During 2015, the Medical Center, along with four other participating hospitals and Tufts Health Plan, formed Tufts Health Freedom Plan (THFP), a joint venture. THFP is a health insurance company which began operations as of January 1, 2016. The Medical Center has a 10% ownership interest in this joint venture.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2016 and 2015

**15. Commitments and Contingencies**

*Litigation*

Various legal claims, generally incidental to the conduct of normal business, are pending or have been threatened against the Medical Center. The Medical Center intends to defend vigorously against these claims. While ultimate liability, if any, arising from any such claim is presently indeterminable, it is management's opinion that the ultimate resolution of these claims will not have a material adverse effect on the financial condition of the Medical Center.

*Regulatory*

The healthcare industry is subject to numerous laws and regulations of federal, state, and local governments. Recently, government activity has increased with respect to investigations and allegations concerning possible violations by health care providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties as well as significant repayments for patient services previously billed. Compliance with such laws and regulations are subject to government review and interpretations as well as regulatory actions unknown or unasserted at this time.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

Year Ended June 30, 2016

<u>Federal Grantor/Pass Through Grantor/Program or Cluster Title</u>	<u>Pass-Through Award Number</u>	<u>Federal CFDA Number</u>	<u>Federal Expenditures</u>
<b>U.S. Department of Health and Human Services:</b>			
Pass-through New Hampshire Hospital Association: National Bioterrorism Hospital Preparedness Program	N/A	93.889	\$ 20,242
Pass-through City of Manchester Department of Health: Health Centers Cluster:			
Consolidated Health Centers (Community Health Centers Migrant Health):			
Consolidated Health Centers		93.224	976,782
Behavioral Health Integration Grant		93.224	90,132
Expanded Medical Capacity Grant		93.224	201,690
Health Center Quality Improvement Grant		93.224	<u>49,812</u>
Total Health Centers Program Cluster			1,318,416
Maternal and Child Health Services Block Grant to the States		93.994	19,003
Block Grants for the Prevention and Treatment of Substance Abuse		93.959	17,607
Pass-through State of New Hampshire Department of Health and Human Services: Centers for Disease Control and Prevention-Investigations and Technical: Breast and Cervical Cancer Program			
Community-Based Oral Health Services		93.283	53,247
		93.758	<u>16,137</u>
<b>Total expenditures of federal awards</b>			<b><u>\$1,444,652</u></b>

See notes to this schedule.

## CATHOLIC MEDICAL CENTER AND SUBSIDIARY

### NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended June 30, 2016

1. **Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) summarizes the federal grant activity of Catholic Medical Center and Subsidiary (the Medical Center) for the year ending June 30, 2016, and is presented on the accrual basis of accounting. The Schedule includes all applicable federal grants for the Medical Center. The information in the Schedule is presented in accordance with the requirements of Section 2 of the Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Since the Schedule presents only a selected portion of the operations of the Medical Center, it is not intended to and does not present the financial position, results of operations, changes in net assets or cash flows of the Medical Center.

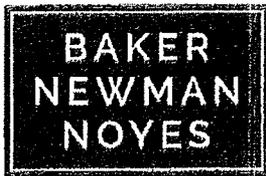
For purposes of the Schedule, federal awards include all grants, contracts and similar agreements entered into directly between the Medical Center and agencies and departments of the federal government and all subawards to the Medical Center by nonfederal organizations pursuant to federal grants, contracts and similar agreements.

2. **Summary of Significant Accounting Policies**

Expenditures for direct costs are recognized as incurred using the accrual method of accounting and the cost accounting principles contained in Section 2 of the Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as applicable. Under these cost principles, certain types of expenditures are not allowable or are limited as to reimbursement. Expenditures include only direct costs, as the Medical Center did not negotiate any indirect cost rate with the awarding agencies.

3. **Pass-Through Awards**

The Medical Center receives certain federal awards in the form of pass-through awards. Such amounts received as pass-through awards are specifically identified on the Schedule.



**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 Trustees  
Catholic Medical Center and Subsidiary

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 Catholic Medical Center and Subsidiary (the Medical Center), which comprise the consolidated balance sheet as of June 30, 2016, and the related consolidated 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 September 20, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered the Medical 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 consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Medical Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Medical 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.

Board of Trustees  
Catholic Medical Center and Subsidiary

### **Compliance and Other Matters**

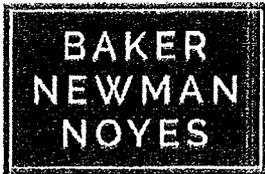
As part of obtaining reasonable assurance about whether the Medical Center's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a 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.

Baker Newman & Noyes LLC

Manchester, New Hampshire  
September 20, 2016



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH  
MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER  
COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES  
OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Board of Trustees  
Catholic Medical Center and Subsidiary

**Report on Compliance for Each Major Federal Program**

We have audited Catholic Medical Center and Subsidiary's (the Medical Center) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Medical Center's major federal programs for the year ended June 30, 2016. The Medical 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 Federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of the Medical 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 the audit requirements of Title 2 of the U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance 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 Medical 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 Medical Center's compliance.

Board of Trustees  
Catholic Medical Center and Subsidiary

***Opinion on Each Major Federal Program***

In our opinion, the Medical 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, 2016.

**Report on Internal Control Over Compliance**

Management of the Medical Center 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 Medical 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 the Uniform Guidance, 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 Medical 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 a 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 the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

**Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of Catholic Medical Center and Subsidiary as of and for the year ended June 30, 2016, and have issued our report thereon dated September 20, 2016 which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. We have not performed any procedures with respect to those audited financial statements subsequent to September 20, 2016.

Board of Trustees  
Catholic Medical Center and Subsidiary

The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the Uniform Guidance 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.

Baker Newman & Noyes LLC

Manchester, New Hampshire  
December 2, 2016

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

Year Ended June 30, 2016

**I. Summary of Auditors' Results**

**Financial Statements:**

Type of auditors' report issued: *Unmodified*

Internal control over financial reporting:

- Material weakness(es) identified?                   \_\_\_ yes    X no
- Significant deficiency(ies) identified that are not considered  
to be material weaknesses?                   \_\_\_ yes    X no

Noncompliance material to financial statements noted?                   \_\_\_ yes    X no

**Federal Awards:**

Internal control over major programs:

- Material weakness(es) identified?                   \_\_\_ yes    X no
- Significant deficiency(ies) identified that are not considered  
to be material weaknesses?                   \_\_\_ yes    X no

Type of auditors' report issued on compliance for major programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)?                   \_\_\_ yes    X no

**Identification of Major Programs:**

<u>CFDA #</u>	<u>Name of Federal Program or Cluster</u>
	U.S. Department of Health and Human Services:
	Pass-Through City of Manchester Department of Health:
	Health Centers Cluster:
93.224	Consolidated Health Centers
93.224	Behavioral Health Integration Grant
93.224	Expanded Medical Capacity Grant
93.224	Health Center Quality Improvement Grant

Dollar threshold used to distinguish between Type A and Type B programs:                   \$750,000

Auditee qualified as low-risk auditee?                   X yes    \_\_\_ no

**II. Financial Statement Findings**

None.

**III. Federal Award Findings and Questioned Costs**

None.

**CATHOLIC MEDICAL CENTER AND SUBSIDIARY**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS**

Year Ended June 30, 2016

There were no reported findings from the prior year.

## **Poisson Dental Facility**

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Catholic Medical Center  
88 McGregor Street  
Suite 305  
Manchester, NH 03102

Tel: 603-663-6226  
Fax: 603-663-7800

June 15, 2017

Bobbie Aversa, Contracts Administrator  
DHHS Contracts & Procurement Unit  
129 Pleasant St. 4<sup>th</sup> Floor  
Concord, NH 03301

Dear Ms. Aversa,

The Certificate of Insurance for General Liability, Worker's Compensation and Professional Liability you have on file for Catholic Medical Center, Poisson Dental facility expires on June 30, 2017. Our new Certificate will be issued at that time and a copy of such will be forwarded to your office. We do not have any lapses in coverage for any of the above mentioned purposes.

If you have any questions or wish to speak with me please feel free to give me a call at 603-663-6887 or via e-mail at [gail.dupuis@cmc-nh.org](mailto:gail.dupuis@cmc-nh.org)

Sincerely,

Gail Dupuis  
Program Manager  
Poisson Dental Facility

**Catholic Medical Center**  
**Board of Directors -- 2017**

**Director**

Maria C. Mongan, *Chair*

John G. Cronin, Esq. *Vice Chair*

Joseph Pepe, MD, *President & CEO*

Neil Levesque, *Secretary*

Donald St. Germain, *Treasurer*

Rick Botnick

Robert A. Catania, MD

Carolyn Claussen, MD

Pamela Diamantis

Louis I. Fink, MD

Powen Hsu, MD

Susan D. Huard, Ph.D.

Matthew Kfoury

John J. Munoz, MD, *President of Medical Staff*

Paul S. Moore, Esq.

Diane Murphy Quinlan, Esq., *Bishop's Delegate*

Father Patrick Sullivan, OSB, RN

## **Gail J. Dupuis**

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### **OBJECTIVES**

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

### **SKILLS**

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

### **EDUCATION**

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

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

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

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

## **WORK EXPERIENCE**

Practice Manager – November 2012 – March 2015 West Side Neighborhood Health Center  
Dining Hall Staff – September 2010 to May 2011. St. Anselm College, Goffstown, NH  
Banquet Server – August 2010 to December 2010. Executive Courtyard Banquet Facility,  
Manchester NH  
Poisson Dental Facility, located at Catholic Medical Center.  
Office Staff 1998 – 1999, Office Coordinator 1999 – 2000, Program Manager 2000 – Present  
School bus driver 9/98 – 11/98 temporary/ Goffstown Truck Center  
Customer service/front office 4/98 – 8/98/ NH Eye Associates  
School bus driver 10/88 – 4/98/ Goffstown Truck Center  
Dental Assisting 1985 Veterans Administrative Hospital, Manchester, NH  
Dental Assisting 1984 – 1985 Dr. Steven Wehrli/ temporary/on call

## **CERTIFICATIONS**

American Red Cross – CPR  
Dental Radiology  
Mental Health First Aid USA

## **REFERENCES**

Furnished upon request

## *CURRICULUM VITAE*

### MARY ELIZABETH CARON PIERCE, D.M.D.

#### POSTDOCTORAL TRAINING

- ♦ GENERAL PRACTICE RESIDENCY IN DENTISTRY 1998-99  
*Tufts University School of Dental Medicine Boston, Massachusetts*

Currently completing a one year general practice residency focusing in the areas of emergency dental care, treatment of special needs patients, operating room dentistry, geriatric and general practice dentistry. Medical training included a didactic and clinical rotation in internal medicine at New England Medical Center, Boston, Massachusetts and an anesthesiology rotation at Froedreich Children's Hospital, Brighton, Massachusetts.

#### EDUCATION

- ♦ D.M.D. FEBRUARY 1998  
*Tufts University School of Dental Medicine Boston, Massachusetts*

Recipient of Tuft's Merit Scholarship, awarded for ranking in the top one-third of my class.

- ♦ D.B. IN DENTISTRY 1984-88  
*Rensselaer Polytechnic Institute Troy, New York*

#### UNPUBLISHED PAPERS, PRESENTATIONS AND AWARDS

- ♦ TABLE CLINIC 1999  
*Tufts University School of Dental Medicine Boston, Massachusetts*

- *Federation of Special Care Organizations in Dentistry Chicago, Illinois*

A Retrospective Study of Causes of Tooth Loss in a Special Needs Population. Presented at Tufts University Bates-Andrews Research Day and at the 1999 Conference sponsored by the Federation of Special Care Organizations in Dentistry.

- ♦ TABLE CLINIC 1992  
*Tufts University School of Dental Medicine Boston, Massachusetts*

Surgical and Orthodontic Considerations in Orthognathic Surgery. Presented at Tufts University Bates-Andrews Research Day.

- ♦ LITERATURE REVIEW 1983  
*Rensselaer Polytechnic Institute Troy, New York*

Uses of Gortex in Periodontal Surgery. Presented to Rensselaer Polytechnic Institute, Department of Biomedical Engineering.

- ♦ AWARDS

- *Recipient of the Bates Society Award for Best Postgraduate Table Clinics 1999*

- *Recipient of the Drs. Kane and Tesbit Research Award 1999*

EXPERIENCE

- ◆ DENTAL HYGIENIST 1993-98  
*Dr. Danzig and Associates* Billerica, Massachusetts  
*Dr. Rong-Jang Wu* Stoneham, Massachusetts  
Performed scaling, prophylaxis, oral hygiene instruction and prevention counselling. Developed treatment planning and patient and practice management skills.
- ◆ DENTAL STUDENT INTERN 1992  
*New Hampshire State Hospital* Concord, New Hampshire  
Performed all aspects of general dentistry for hospital in-patients and out-patients.
- ◆ RESEARCH ASSISTANT 1992  
*Tyts University, School of Dental Medicine* Boston, Massachusetts  
Investigated the functional uses of composite restorative materials through clinical trials for the Department of Restorative Dentistry.

REFERENCES

- ◆ Available upon request.

Dr. Mary Elizabeth Pierce

Addendum CV.

Clinical Experience:

1999- Present	Dental Director, Poisson Dental Facility Catholic Medical Center
1998 -1999	General Dentist Poisson Dental Facility Catholic Medical Center

**Paul A. Mertzic, RN, BSN, MS**

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

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

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***Experience:***

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

**Executive Director Community Health and Mission August 2015 – Present**  
Strategic and Operational responsibility for the Assessment, planning, development budgeting, implementation and evaluation of the strategic initiatives for CMC, the community and mission integration. Responsible for the development of collaborative relationships and partnerships within the community to improve the health status of our community

**Executive Director of Operations, Physician Practice Association, Primary Care and Community Health - October 2012 – August 2015**  
Operational responsibility for the development, planning, budgeting and implementation of the strategic initiatives for the Primary Care Practices, Urgent Care and Community Health Services.

**Director, Community Health Services & Urgent Care July 2011 – October 2012**  
Responsible for all aspects of CMC's Community Health Services and Urgent Care at Bedford. Enhance and develop collaborative relationships and partnerships within the community to improve the health status.

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

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

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

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

**Director, Cardiology Services – (1990 – 1995)**

**Director, Cardiac Intermediate Care Unit – (1981- 1990)**

- 1980 –1981:** Catholic Medical Center  
Director, Cardiac Rehabilitation
- 1977- 1980:** Elliot Hospital – Manchester, NH  
Clinical Manager, Intensive Care Unit – (1978 – 1980)  
Critical Care and Medical Surgical Staff Nurse – (1997- 1978)
- 1977 – 1980:** Easter Seals Rehabilitation Program  
RN Consultant, Cardiac Rehabilitation Program

***Education:***

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

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

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

***Membership/Affiliations:***

Catholic Medical Center Mission Award 2010  
Good Samaritan Award in Health by Pastoral Counseling Services 2006  
Healthy Manchester Leadership Council  
Leadership Manchester, Class of 2004  
Leadership NH, Class of 2014  
Makin' It Happen – Board of Directors 2003-2009  
Makin It Happen Resiliency Award 2008  
New Horizons of NH – Board of Directors 2003 - 2008  
Kids Vote – Board of Directors 2005 - 2008  
On the Road to Wellness – Board of Directors 2006 – 2016  
Governors Council on Physical Activity and Health 2007- 2014  
Regional Faculty AHA BLS/ BLS Instructor 2009 – 2012  
Manchester Boys and Girls Club Board of Directors  
Parish Counsel St. Joseph Parish Epping NH 2014 – Present  
United Way CIC  
New Hampshire Nurses Association  
American Nurses Association  
Pastoral Counseling Services – Board of Directors 2014 – 6/2017  
Knight of Columbus 2017 – Present

***Interests/Personal:***

Married, three adult children  
Running, Exercise, Skiing, Bicycling, Tennis, Swimming, Gardening, Kayaking

References available upon request.

# **CURRICULUM VITAE**

**JOSEPH PEPE, MD**

## **ADDRESS**

### **Business:**

100 McGregor Street  
Manchester, NH, 03102

## **EMPLOYMENT**

### **CEO**

GraniteOne Health  
January 1, 2017 to Present

This affiliation between Catholic Medical Center (CMC), Huggins Hospital and Monadnock Community Hospital (MCH) will enable the hospitals to grow their clinical relationships, build economies of scale, and improve value to patients.

### **President & CEO**

CMC Healthcare System  
August 30, 2012 to Present

Chief Executive Officer of CMC Healthcare System including: 330 bed acute care hospital; Physician Practice Associates employing 50 physicians; Bedford Ambulatory Surgery Center (BASC), an LLC with 50% ownership with 30 physicians, and St. Peter's Home, New Hampshire's largest day care center. Catholic Medical Center is the home of the New England Heart Institute, serving over 100 communities state wide.

### **President & CEO**

Catholic Medical Center, Manchester, NH  
August 30, 2012 to Present

### **Interim President/CEO**

CMC Healthcare System and Catholic Medical Center  
January 12, 2012 to August 30, 2012

### **CMC Vice President of Medical Affairs/Chief Medical Officer**

Catholic Medical Center  
(1999 to August 2012)

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

**Physician**

CMC Primary Care Associates  
(1990 – 2011)

**EDUCATION**

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

**POSTDOCTORAL TRAINING**

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

**ACADEMIC APPOINTMENTS/TEACHING**

1987-1989 Clinical Fellow of Medicine  
-Tufts University School of Medicine  
Lecturer, State Division, American College of Physicians  
Lecturer, Mass. College of Pharmacy and Health Science ('06-08)  
Lecturer, NH Organization of Nurse Leaders (2011)  
Lecturer, Northern New England Society for Healthcare Risk Management (2011)  
Presenter, American College of Healthcare Executives (2015)  
Lecturer , University of NH Health Management and Policy (2015-present)

**BOARD CERTIFICATION**

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

**PUBLICATIONS**

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

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

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

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

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

*McGregor Street Journal* editor; Over 40 articles available on request ('02-2012)

*Parable Magazine*, monthly contributor

Contributions to *Health Affairs* and *HealthLeaders* including “lead advisor” for Reassessing Executive Compensation, November 2013 and advisor for 2014.

Principles of Ethical Leadership Illustrated by Institutional Management of Prion Contamination of Neurosurgical Instruments. *Cambridge Quarterly of Healthcare Ethics*, Lahey, T., Pepe, J. and Nelson, W. (2017) 26(1), pp. 173–179.

## **HONORS AND AWARDS**

*Magna Cum Laude*; Delta Epsilon Sigma--St. Anselm College 1983

“Excellence in Teaching Award”--Baystate Medical Center 1989

“Alumni Award of Merit”-St Anselm 2004

“New Hampshire Hospital Association Medical Staff Award” 2009

“Patients’ Choice Award”—MDx Medical, Inc. 2011

“Quality Award”—CAUTI 2011

Named as *Becker's Hospital Review's* 2013 "125 Physician Leaders of Hospitals and Health Systems," based on leaders' healthcare experience, accolades and commitment to quality care.

Named as *Becker's Hospital Review's* 2014 "100 Physician Leaders of Hospitals and Health Systems," based on leaders' healthcare experience, accolades and commitment to quality care.

Named as *Becker's Hospital Review's* 2015 "100 Physician Leaders of Hospitals and Health Systems," based on leaders' healthcare experience, accolades and commitment to quality care.

Named as *Becker's Hospital Review's* 2016 "110 Physician Leaders of Hospitals and Health Systems," based on leaders' healthcare experience, accolades and commitment to quality care.

Named to the 2013 edition of *Becker's Hospital Review's* “300 Hospital and Health System Leaders to Know,” which recognizes healthcare leaders from hospitals and health systems across the country.

Named to the 2015 edition of *Becker's Hospital Review's* "130 Hospital and Health System Leaders to Know".

The only NH CEO named to the 135 Nonprofit Hospital and Health System CEOs to Know 2016

*Pro Ecclesia et Pontifice* ("for Church and Pontiff") Medal conferred by the Pope for long and distinguished service to the Church and is the highest medal that can be awarded to lay people by the Pope. June 2017

## **COMMITTEES, APPOINTMENTS AND COMMUNITY SERVICES**

### **Current**

GraniteOne Health Board of Directors (2017-present)  
American Hospital Association (AHA) Region Policy Board 1 (2016-present)  
AHA Region Policy Board 1 nominating committee (2017-present)  
CMC Healthcare System Board of Governors (2012-present)  
Catholic Medical Center Board of Directors (2012-present)  
Alliance Health Service Board of Directors (2012-present)  
CMC Physician Practice Association Board of Directors (2010-present)  
BASC LLC Board (2012-present)  
St. Peter's Home Board of Trustees (2012-present)  
St. Anselm College Board of Trustees (2012 – present)  
New Hampshire Hospital Association Board of Trustees (2012-present)  
Granite Health Board of Directors (2014-present) Vice Chair (2016-present)  
NH Guild of Catholic Healthcare Professionals Board of Directors (2013-present)  
Regional Policy Board of the American Hospital Association 2016-present)  
Bishop's Charitable Assistance Fund Board of Directors (2016-present)  
University of NH Health Management and Policy Advisory Council (2016-present)  
Business and Industry Association Board of Trustees (2017 – present)  
Alliance Health Services (partnership) Steering Committee (2011-present)  
ARRA steering committee, CMC (2009-present)  
Board Governance Committee, CMC (2012-present)  
Compliance Committee of the Board, CMC (2006-present)  
Ethics / Mission Effectiveness Committee of the Board, CMC (2010-present)  
Executive Committee of the Board, CMC (2012-present)  
Executive Compensation Committee of the Board, Staff CMC (2012-present)  
Finance Committee of the Board, CMC (2012-present)  
IS Steering Committee, CMC (2007-present)  
Medical Executive Committee, CMC (2000-present)  
Senior Leaders Committee, CMC (2012-present)  
Philanthropy/Development Committee of the Board, CMC (2012-present)  
Quality Management Committee of the Board, CMC (1999- present)  
Strategic Planning Committee of the Board, CMC (2011-present)  
Nominating Committee of the Board, NH Hospital Association (2013-present)

## Past

Professional Health Committee (2000-2012)  
Disaster Committee (emergency management) (1998-1999); (2008-2012)  
State Medical Malpractice Screening Panel (2007-2012)  
Patient Safety/Joint Commission Committee (2001-2012)  
Allied Health Committee (2001-2012)  
Medical Staff Bylaws Committee (2000-2012)  
Credentials Committee, CMC (2000-2012)  
Medicine Council (2000-2012)  
CPOE (physician) Advisory Committee (2008-2012)  
Provider CPOE work group Committee (2010-2012)  
Manchester Community Medical Board (2009-2012)  
Culture of Excellence Committee, CMC (2009 – 2012)  
Patient Flow Committee (2008-2012)  
NH Hospitals CMO committee (2008-2012)  
Radiation Safety Committee (2009-2012)  
Manchester Sustainable Access Project (MSAP) (2010-2012)  
Schwartz Center Planning Committee and Physician Champion (2011-2012)  
Budget Committee (2011-2012)  
Operations Committee, CMC (2005-2013)  
New Hampshire Hospital Association Strategic Planning Committee (2010-'13)  
Chairman of Infection Control Committee (1992 -2012)  
Medical Director of Outpatient Diabetes (2011-2012)  
Medical Management Committee (2000-2012)  
Medication Safety Committee (2008-2012)  
CAUTI task force (2009-2012)  
Transfusion Committee (2010- 2012)  
Medical Director, Ask-A-Nurse (2009-2011)  
Medical Director, Great Day Program for the Elderly (1990 -2011)  
Patient Readiness/Selection task force (1998-2010)  
Co-Chairman Professional Health Committee (2008-2009)  
Information Services Task Force (2002-'2009)  
Flu Shot Clinic Volunteer Physician (1990 –2009)  
Advanced Cardiac Life Support Instructor (1992-2007)  
Member, Board of Directors, Physician Practice Association (2002-2007)  
Operating Room Committee (2003-2007)  
Physician Compensation Committee (1996 -1998), (2001-2007)  
Press Ganey *ad hoc* Committee (2002-2003)  
Medical Executive Committee of the Staff of CMC and Elliot Hospitals (1999-2000)  
Board of Incorporators, Optima Health (1994 -1999)  
Consultant, Peer Review Organization (1997-1999)

Seminar Planning Committee CME (1996 -1997)  
Trustee, Optima Health (1994 -1996)  
Trustee, Manchester Community Health Center (1994-1995)  
Quality Council, CMC (2008-2015)  
Cardiac Quality Council, CMC (2008-2015)

**PROFESSIONAL ORGANIZATIONS**

American College of Physicians  
American Association for Physician Leadership  
American College Healthcare Executives

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Catholic Medical Center

Name of Contract: Community Health Services/Community and School Based Oral Health Services

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Gail Dupuis	Program Manager	\$57,969.60	0.00%	\$0.00
Mary Elizabeth Pierce	DMD Dental Director/Staff Dentist	\$79,185.60	0.00%	\$0.00
Paul Mertzic	RN, BSN, MS Executive Director Community Health and Mission	\$128,897.00	0.00%	\$0.00
Joseph Pepe	MD, President & /CEO	\$535,600.00	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



G&C APPROVED  
Date: 5/6/15  
Item #16

March 13, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$771,894, from \$771,894 to \$1,543,788, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Catholic Medical Center	Manchester	\$142,400
Coos County Family Health Services, Inc.	Berlin	\$388,000
Easter Seals New Hampshire	Manchester	\$142,400
Families First of the Greater Seacoast	Portsmouth	\$205,336
Goodwin Community Health	Somersworth	\$189,792
Health First Family Care Center	Franklin	\$95,792
Lamprey Health Care, Inc.	Newmarket	\$96,394
Monadnock Community Hospital	Peterborough	\$95,792
Speare Memorial Hospital	Plymouth	\$91,482
Tri-County Community Action Program, Inc.	Berlin	\$96,400
<b>TOTAL:</b>		<b>\$1,543,788</b>

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.

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

**See attachment for financial details**

**EXPLANATION**

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are ten of a total fifteen contracts awarded as the result of a competitive bid process. The remaining five originally awarded contracts are in different stages of the amendment process; the Department anticipates submitting the remaining five agreements to the Governor and Executive Council under a separate request in June 2015. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

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

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

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

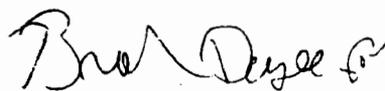
- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental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

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

<b>Catholic Medical Center (Vendor #177240-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Coos County Family Health Services, Inc. (Vendor #155327-B001)</b>			
<b>Class/Object:102-500731Service Provided:Community/School BasedActivity Code:90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$97,000	\$ 0	\$97,000
2015	\$97,000	\$ 0	\$97,000
2016	\$ 0	\$97,000	\$97,000
2017	\$ 0	\$97,000	\$97,000
<b>Subtotal</b>	<b>\$194,000</b>	<b>\$194,000</b>	<b>\$388,000</b>

<b>Easter Seals New Hampshire (Vendor #177204-B005)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Families First of the Greater Seacoast (Vendor #166629-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$29,299	\$ 0	\$29,299
2015	\$26,369	\$ 0	\$26,369
2016	\$ 0	\$29,299	\$29,299
2017	\$ 0	\$26,369	\$26,369
<b>Subtotal</b>	<b>\$55,668</b>	<b>\$55,668</b>	<b>\$111,336</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Goodwin Community Health (Vendor #154703-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Health First Family Care Center (Vendor #158221-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Lamprey Health Care, Inc. (Vendor #177677-R001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$25,367	\$ 0	\$25,367
2015	\$22,830	\$ 0	\$22,830
2016	\$ 0	\$25,367	\$25,367
2017	\$ 0	\$22,830	\$22,830
<b>Subtotal</b>	<b>\$48,197</b>	<b>\$48,197</b>	<b>\$96,394</b>

<b>Monadnock Community Hospital (Vendor #177164-B006)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Speare Memorial Hospital (Vendor #177178-B002)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$24,074	\$ 0	\$24,074
2015	\$21,667	\$ 0	\$21,667
2016	\$ 0	\$24,074	\$24,074
2017	\$ 0	\$21,667	\$21,667
<b>Subtotal</b>	<b>\$45,741</b>	<b>\$45,741</b>	<b>\$91,482</b>

<b>Tri-County Community Action Program, Inc. (Vendor #177195-B011)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,952	\$ 0	\$22,952
2015	\$25,248	\$ 0	\$25,248
2016	\$ 0	\$22,952	\$22,952
2017	\$ 0	\$25,248	\$25,248
<b>Subtotal</b>	<b>\$48,200</b>	<b>\$48,200</b>	<b>\$96,400</b>
<b>TOTAL</b>	<b>\$771,894</b>	<b>\$771,894</b>	<b>\$1,543,788</b>



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 Catholic Medical Center - Poisson Dental Facility (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 88 McGregor Street, Suite 305, Manchester, NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, (Item #48), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$142,400
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1

New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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,

4/15/15  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Brook Dupee  
Bureau Chief

3/26/15  
Date

Catholic Medical Center - Poisson Dental Facility

[Signature]  
NAME Joseph Pepe, MD  
TITLE President + CEO

Acknowledgement:

State of NH, County of Hillsborough on 3/26/15, 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  
Dorothy C. Welsh  
Notary Public



pm/coS

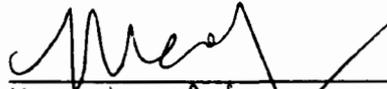
New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services



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

OFFICE OF THE ATTORNEY GENERAL

4/22/15  
Date

  
Name: Megan A. Yape  
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:



## Scope of Services

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

#### 1. General Provisions

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

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

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

##### 1.2. Eligibility and Income Determination

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

##### 1.3. Relevant Policies and Guidelines

The community-based oral health program shall:

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

##### 1.4. Numbers Served

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

*PP*  
*5/24/15*



Exhibit A Amendment #1

**1.5. 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:

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

**1.6. 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:

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

**1.7. Publications Funded Under Contract**

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

*PP*  
*3/24/15*



Exhibit A Amendment #1

**1.8. Subcontractors**

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

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

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

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

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

**2.2. Staffing Provisions**

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

**2.3. Staffing Changes**

- 2.3.1. New Hires: The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this

*[Handwritten Signature]*  
3/20/15



Exhibit A Amendment #1

scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

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

**2.4. Coordination of Services**

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

**2.5. Meetings and Trainings**

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

**3. Quality or Performance Improvement**

**3.1. Work plans**

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

**3.2. Data and Reporting Requirements**

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

*PP*  
*3/26/15*



Exhibit A Amendment #1

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

**3.3. On-Site Reviews**

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

**3.4. Performance Measures**

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

*RP*  
7/26/15



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**Method and Conditions Precedent to Payment**

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$36,100 in SFY 2016 and \$35,100 in SFY 2017 for oral health initiatives, for a total amount of \$71,200.
  - b. Funding is available as follows:
    - \$31,826 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$39,374 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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.

*JP*  
*3/2/15*



**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;

*JP*  
*3/24/15*



- 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.

*[Handwritten Signature]*  
Date 03/26/15



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]*  
3/26/15

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.

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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.

*PP*  
\_\_\_\_\_  
Date 7/26/15



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



48  
7/10/13 #48

June 18, 2013

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

44.7% federal  
55.3% state

**REQUESTED ACTION**

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

Summary of contracted amounts by vendor:

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

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

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

See attachment for financial details

### EXPLANATION

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

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

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

June 18, 2013

Page 3 of 3

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

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

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

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

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

Area served: Statewide.

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

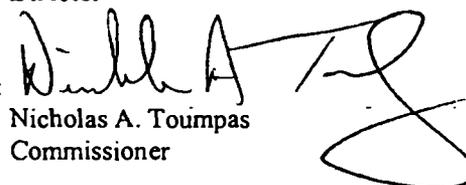
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 64,716.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 22,808.00	\$ 25,088.00	\$ 47,896.00	\$ 36,100.00	\$ 42,000.00	\$ 22,808.00	\$ 20,309.00
	\$ 25,088.00	\$ 35,100.00	\$ 60,188.00	\$ 25,088.00	\$ 35,100.00	\$ 25,088.00	\$ 20,309.00
	\$ 40,618.00	\$ 84,000.00	\$ 124,618.00	\$ 40,618.00	\$ 84,000.00	\$ 40,618.00	\$ 56,388.00
	\$ 22,808.00	\$ 25,088.00	\$ 47,896.00	\$ 36,100.00	\$ 42,000.00	\$ 22,808.00	\$ 20,309.00
	\$ 25,088.00	\$ 35,100.00	\$ 60,188.00	\$ 25,088.00	\$ 35,100.00	\$ 25,088.00	\$ 20,309.00
	\$ 47,896.00	\$ 71,200.00	\$ 119,096.00	\$ 47,896.00	\$ 71,200.00	\$ 47,896.00	\$ 48,197.00

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

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

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 85,263.00	\$ 18,077.00	\$ 103,340.00		\$ 22,808.00	\$ 25,088.00	\$ 47,896.00
	\$ 88,085.00	\$ 18,077.00	\$ 106,162.00		\$ 25,088.00	\$ 25,088.00	\$ 50,176.00
	\$ 173,348.00	\$ 36,154.00	\$ 209,502.00		\$ 47,896.00	\$ 50,176.00	\$ 98,072.00
	\$ 22,808.00	\$ 22,808.00	\$ 45,616.00		\$ 22,808.00	\$ 22,808.00	\$ 45,616.00
	\$ 25,088.00	\$ 25,088.00	\$ 50,176.00		\$ 25,088.00	\$ 25,088.00	\$ 50,176.00
	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00		\$ 47,896.00	\$ 47,896.00	\$ 95,792.00

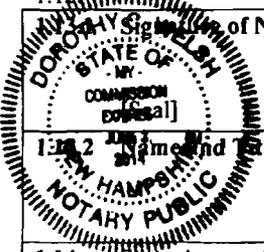
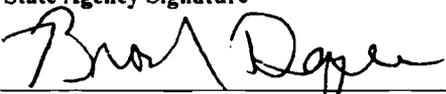
Subject: Community-based oral health services will be delivered to underserved individuals living in Manchester, NH.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Catholic Medical Center - Poisson Dental Facility		1.4 Contractor Address 88 McGregor Street, Suite 305 Manchester, NH 03102	
1.5 Contractor Phone Number (603) 663-6887	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$71,200
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dr. Joseph Pepe President & CEO	
1.13 Acknowledgement, State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/28/13</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.			
1.14.1 Name and Title of Notary Public or Justice of the Peace  <u>Dorothy C. Welsh</u>			
1.14.2 Name and Title of Notary or Justice of the Peace <u>Dorothy C. Welsh</u> <u>Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Brock S. Dupre</u> 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>James P. Herrick, Attorney</u> On: <u>19 Jun. 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.

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, 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 #93, and subsequently amended on June 24, 2015, Item #57, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$23,500 from \$94,000 to read: \$117,500.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.



**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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

6/20/17  
Date

[Signature]  
Name: Lisa Morris, MSSW  
Title: Director

Concord Hospital, Inc.

6/19/2017  
Date

[Signature]  
Name: Robert P. Steigmeyer  
Title: President + CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 6-19-2017, before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Kathleen Lamontagne  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11/18/20



**New Hampshire Department of Health and Human Services**  
**Statewide Community and School-Based Oral Health Services**



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

OFFICE OF THE ATTORNEY GENERAL

6/27/17  
Date

[Signature]  
Name: [Signature]  
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 SFY 2018**

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

**Bidder/Contractor Name:** Concord Hospital

**Budget Request for:** Statewide Community and School Based Oral Health Services

*(Name of RFP)*

**Budget Period:** SFY 2018

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

Indirect As A Percent of Direct

0.0%

Exhibit B-1 Budget SFY 2018

Contractor Initials: MLM

Date: 6/18/17

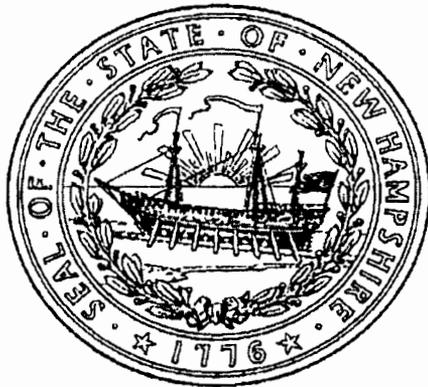
# State of New Hampshire

## 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 registered to transact business in New Hampshire on January 29, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74948



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE**

I, William Chapman, 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  
Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 19 day of June, 2017.

(Corporate seal)

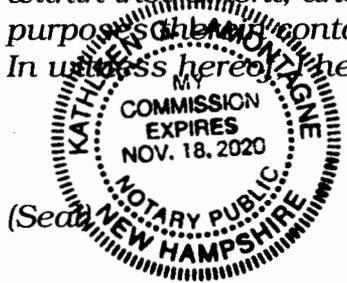
William H. Chapman  
Secretary

State of: NH

County of: MERRIMACK

On this, the 19 day of JUNE, 2017, before me a notary public, the undersigned officer, personally appeared William Chapman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

In witness hereof, I have hereunto set my hand and official seal.



Kathleen M. Montagne  
Notary Public

My Commission expires: 11/18/20



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2016

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).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com  319078-CHS-gener-17-18	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Granite Shield Insurance Exchange</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Granite Shield Insurance Exchange		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Granite Shield Insurance Exchange															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: JESSICA FANJOY 250 PLEASANT STREET CONCORD, NH 03301															

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-007229035-13                      **REVISION NUMBER:** 5

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	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER: _____			GSIE-PRIM-2017-101	01/01/2017	01/01/2018	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 \$ _____ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ _____ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			GSIE-PRIM-2017-101	01/01/2017	01/01/2018	SEE ABOVE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

EVIDENCE OF CURRENT LIABILITY COVERAGE.  
  
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. Each occurrence and aggregate limits are shared amongst The Granite Shield Exchange Hospitals.

<b>CERTIFICATE HOLDER</b> DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACTS AND PROCUREMENT UNIT 129 PLEASANT STREET CONCORD, NH 03301	<b>CANCELLATION</b> 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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/04/2016

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, 299 Ballardvale Street, Wilmington, MA 01887. CONTACT NAME: Jessica Kelley, PHONE: 978-661-6233, FAX: (A/C, No):, E-MAIL ADDRESS: jessica.kelley@hubinternational.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Safety National Casualty Corp, 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.

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

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

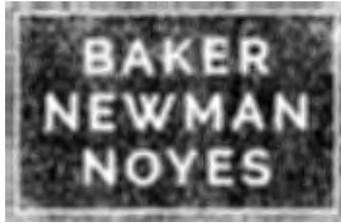
Empty space for description of operations, locations, and vehicles.

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

# 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, 2016 and 2015  
With Independent Auditors' Report*

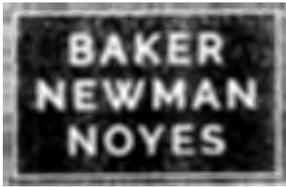
# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## Audited Consolidated Financial Statements and Additional Information

Years Ended September 30, 2016 and 2015

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## 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, 2016 and 2015, 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, 2016 and 2015, 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 LLC*

Manchester, New Hampshire  
January 6, 2017

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS**

September 30, 2016 and 2015

ASSETS  
(In thousands)

	<u>2016</u>	<u>2015</u>
Current assets:		
Cash and cash equivalents	\$ 6,555	\$ 8,096
Short-term investments	19,512	7,395
Accounts receivable, less allowance for doubtful accounts of \$9,858 in 2016 and \$12,605 in 2015	52,693	55,104
Due from affiliates	270	325
Supplies	1,262	1,382
Prepaid expenses and other current assets	<u>4,760</u>	<u>5,945</u>
Total current assets	85,052	78,247
Assets whose use is limited or restricted:		
Board designated	260,287	251,927
Funds held by trustee for workers' compensation reserves and self-insurance escrows	14,328	11,282
Donor-restricted funds and restricted grants	<u>37,517</u>	<u>34,304</u>
Total assets whose use is limited or restricted	312,132	297,513
Other noncurrent assets:		
Due from affiliates, net of current portion	1,615	2,001
Other assets	<u>11,848</u>	<u>13,808</u>
Total other noncurrent assets	13,463	15,809
Property and equipment:		
Land and land improvements	7,003	5,878
Buildings	179,824	182,833
Equipment	235,334	226,193
Construction in progress	<u>16,413</u>	<u>12,515</u>
	438,574	427,419
Less accumulated depreciation	<u>(282,034)</u>	<u>(278,714)</u>
Net property and equipment	<u>156,540</u>	<u>148,705</u>
	<u>\$ 567,187</u>	<u>\$ 540,274</u>

LIABILITIES AND NET ASSETS  
(In thousands)

	<u>2016</u>	<u>2015</u>
Current liabilities:		
Short-term notes payable	\$ 459	\$ 2,412
Accounts payable and accrued expenses	30,104	29,742
Accrued compensation and related expenses	22,830	27,042
Accrual for estimated third-party payor settlements	22,459	14,323
Current portion of long-term debt	<u>8,570</u>	<u>8,337</u>
Total current liabilities	84,422	81,856
Long-term debt, net of current portion	85,399	94,045
Accrued pension and other long-term liabilities	<u>99,258</u>	<u>81,688</u>
Total liabilities	269,079	257,589
Net assets:		
Unrestricted	262,934	248,381
Temporarily restricted	15,293	14,860
Permanently restricted	<u>19,881</u>	<u>19,444</u>
Total net assets	298,108	282,685
	<u>\$ 567,187</u>	<u>\$ 540,274</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES****CONSOLIDATED STATEMENTS OF OPERATIONS**Years Ended September 30, 2016 and 2015  
(In thousands)

	<u>2016</u>	<u>2015</u>
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	\$434,961	\$438,572
Provision for doubtful accounts	<u>(17,251)</u>	<u>(16,839)</u>
Net patient service revenue less provision for doubtful accounts	417,710	421,733
Other revenue	20,998	23,599
Disproportionate share revenue	7,800	3,497
Net assets released from restrictions for operations	<u>1,232</u>	<u>1,648</u>
Total unrestricted revenue and other support	447,740	450,477
Operating expenses:		
Salaries and wages	208,274	193,080
Employee benefits	55,298	52,220
Supplies and other	87,060	81,719
Purchased services	29,297	64,046
Professional fees	4,678	3,491
Depreciation and amortization	24,535	24,437
Medicaid enhancement tax	19,679	12,800
Interest expense	<u>3,700</u>	<u>3,974</u>
Total operating expenses	<u>432,521</u>	<u>435,767</u>
Income from operations	15,219	14,710
Nonoperating income:		
Unrestricted gifts and bequests	251	204
Investment income and other	<u>27,497</u>	<u>11,386</u>
Total nonoperating income	<u>27,748</u>	<u>11,590</u>
Excess of revenues and nonoperating income over expenses	<u>\$ 42,967</u>	<u>\$ 26,300</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended September 30, 2016 and 2015  
(In thousands)

	<u>2016</u>	<u>2015</u>
Unrestricted net assets:		
Excess of revenues and nonoperating income over expenses	\$ 42,967	\$ 26,300
Net unrealized losses on investments	(5,098)	(23,982)
Net transfers from affiliates	189	372
Net assets released from restrictions used for purchases of property and equipment	1,331	82
Pension adjustment	<u>(24,836)</u>	<u>(33,178)</u>
Increase (decrease) in unrestricted net assets	14,553	(30,406)
Temporarily restricted net assets:		
Restricted contributions and pledges	1,539	2,492
Restricted investment income	2,181	990
Contributions to affiliates and other community organizations	(184)	(140)
Net unrealized losses on investments	(540)	(1,841)
Net assets released from restrictions for operations	(1,232)	(1,648)
Net assets released from restrictions used for purchases of property and equipment	<u>(1,331)</u>	<u>(82)</u>
Increase (decrease) in temporarily restricted net assets	433	(229)
Permanently restricted net assets:		
Restricted contributions and pledges	319	182
Unrealized gains (losses) on trusts administered by others	<u>118</u>	<u>(581)</u>
Increase (decrease) in permanently restricted net assets	<u>437</u>	<u>(399)</u>
Increase (decrease) in net assets	15,423	(31,034)
Net assets, beginning of year	<u>282,685</u>	<u>313,719</u>
Net assets, end of year	<u>\$298,108</u>	<u>\$282,685</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended September 30, 2016 and 2015

(In thousands)

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 15,423	\$ (31,034)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(1,858)	(2,674)
Depreciation and amortization	24,535	24,437
Net realized and unrealized (gains) losses on investments	(19,808)	16,731
Bond premium and issuance cost amortization	(75)	(46)
Provision for doubtful accounts	17,251	16,839
Equity in earnings of affiliates, net	(6,170)	(6,804)
Loss (gain) on disposal of property and equipment	163	(79)
Pension adjustment	24,836	33,178
Changes in operating assets and liabilities:		
Accounts receivable	(14,840)	(25,047)
Supplies, prepaid expenses and other current assets	1,305	43
Other assets	2,352	9,738
Due from affiliates	441	540
Accounts payable and accrued expenses	362	9,294
Accrued compensation and related expenses	(4,212)	1,213
Accrual for estimated third-party payor settlements	8,136	(710)
Accrued pension and other long-term liabilities	<u>(7,266)</u>	<u>(29,681)</u>
Net cash provided by operating activities	40,575	15,938
Cash flows from investing activities:		
Increase in property and equipment, net	(32,533)	(22,049)
Purchases of investments	(120,966)	(48,852)
Proceeds from sales of investments	113,592	48,801
Equity distributions from affiliates	<u>5,778</u>	<u>6,803</u>
Net cash used by investing activities	(34,129)	(15,297)
Cash flows from financing activities:		
Payments on long-term debt	(8,338)	(8,130)
Change in short-term notes payable	(1,953)	500
Restricted contributions and pledges	<u>2,304</u>	<u>2,132</u>
Net cash used by financing activities	<u>(7,987)</u>	<u>(5,498)</u>
Net decrease in cash and cash equivalents	(1,541)	(4,857)
Cash and cash equivalents at beginning of year	<u>8,096</u>	<u>12,953</u>
Cash and cash equivalents at end of year	\$ <u>6,555</u>	\$ <u>8,096</u>

See accompanying notes.

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

September 30, 2016 and 2015  
(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 Region 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, 2016 and 2015 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 joint agreement terminated effective September 30, 2015.

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, 2016 and 2015  
(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.

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, including estimated uncollectible amounts from uninsured patients. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The Hospital's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total Hospital investments as of September 30, 2016. The Hospital's investment in one fund, the State Street S&P 500 CTF, exceeded 10% of total Hospital investments as of September 30, 2015.

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 net realizable value.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under workers' compensation reserves and self-insurance escrows, 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, 2016 and 2015  
(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 nonoperating income 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 nonoperating income 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 and as permanently restricted net assets. 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, 2016 and 2015

(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 70% and 68% of self-pay accounts receivable at September 30, 2016 and 2015, respectively. The total provision for the allowance for doubtful accounts was \$17,251 and \$16,839 for the years ended September 30, 2016 and 2015, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is not recorded as revenue. The System's self-pay bad debt writeoffs increased \$614, from \$21,518 in 2015 to \$22,132 in 2016. The increase in bad debt writeoffs between 2016 and 2015 was primarily a result of certain shifts in payor mix.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(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, 2016 and 2015, depreciation expense was \$24,535 and \$24,437, 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. During 2016, the Hospital entered into various construction contracts totaling approximately \$9,600 for the construction of a new parking garage. Construction began in September 2016 and is expected to be completed in the spring of 2017. There was no interest capitalized during 2016 and 2015.

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 nonoperating income 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 amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium and bond issuance costs are 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, 2016 and 2015 were approximately \$330 and \$473, respectively.

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

September 30, 2016 and 2015  
(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, 2016 and 2015, net patient service revenue in the accompanying consolidated statements of operations decreased by approximately \$500 and \$3,106, 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 31% and 6% and 31% and 4% of the Hospital's net patient service revenue for the years ended September 30, 2016 and 2015, 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, 2016 and 2015

(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 Nonoperating Income 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 and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income over expenses. Changes in unrestricted net assets which are excluded from excess of revenues and nonoperating income 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, pension liability adjustments 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.

#### Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately \$200 and \$214 for the years ended September 30, 2016 and 2015, respectively.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

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

#### Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the System expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the System on October 1, 2018. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The System is evaluating the impact that ASU 2014-09 will have on its consolidated financial statements and related disclosures.

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for the System's fiscal year ending September 30, 2017 with early adoption permitted. The System has elected to implement ASU 2015-03 in its 2016 consolidated financial statements (with retroactive application to 2015) which is allowed under the pronouncement. The adoption of this pronouncement did not materially affect the consolidated financial statements. See Note 6.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2019, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities (Topic 958)* (ASU 2016-14). Under ASU 2016-14, the existing three-category classification of net assets (i.e., unrestricted, temporarily restricted and permanently restricted) will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions". ASU 2016-14 also enhances certain disclosures regarding board designations, donor restrictions and qualitative information regarding management of liquid resources. In addition to reporting expenses by functional classifications, ASU 2016-14 will also require the financial statements to provide information about expenses by their nature, along with enhanced disclosures about the methods used to allocate costs among program and support functions. ASU 2016-14 is effective for the System's fiscal year ending September 30, 2019, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2016-14 on the System's consolidated financial statements.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

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

#### Reclassifications

Certain 2015 amounts have been reclassified to permit comparison with the 2016 consolidated financial statements presentation format.

#### Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and January 6, 2017, 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, 2016 and 2015, transfers made to CRHC were \$(129) and \$(77), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were \$318 and \$449, respectively.

A brief description of affiliated entities is as follows:

- CRHSC 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 \$1,885 and \$2,326 at September 30, 2016 and 2015, 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 (\$851 and \$892 at September 30, 2016 and 2015, respectively) with principal and interest (6.75% at September 30, 2016) payments due monthly. Interest income amounted to \$59 and \$62 for the years ended September 30, 2016 and 2015, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were \$184 and \$140 in 2016 and 2015, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

**3. Investments and Assets Whose Use is Limited or Restricted**

Short-term investments totaling \$19,512 and \$7,395 at September 30, 2016 and 2015, 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>2016</u>	<u>2015</u>
Board designated funds:		
Cash and cash equivalents	\$ 625	\$ 7,694
Fixed income securities	25,139	32,547
Marketable equity and other securities	214,931	194,948
Inflation-protected securities	<u>19,592</u>	<u>16,738</u>
	260,287	251,927
Held by trustee for workers' compensation reserves:		
Fixed income securities	4,024	3,803
Health insurance and other escrow funds:		
Cash and cash equivalents	1,682	960
Fixed income securities	1,783	1,337
Marketable equity securities	<u>6,839</u>	<u>5,182</u>
	10,304	7,479
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	5,189	3,392
Fixed income securities	2,075	2,607
Marketable equity securities	17,739	15,737
Inflation-protected securities	1,615	1,341
Trust funds administered by others	10,607	10,489
Other	<u>292</u>	<u>738</u>
	<u>37,517</u>	<u>34,304</u>
	<u>\$312,132</u>	<u>\$297,513</u>

Included in marketable equity and other securities above are \$133,944 and \$111,063 at September 30, 2016 and 2015, respectively, in so called alternative investments. See also Note 14.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2016 and 2015  
(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>2016</u>	<u>2015</u>
Unrestricted net assets:		
Interest and dividends	\$ 3,505	\$ 3,885
Investment income from trust funds administered by others	567	546
Net realized gains on sales of investments	<u>23,408</u>	<u>8,955</u>
	27,480	13,386
Restricted net assets:		
Interest and dividends	261	272
Net realized gains on sales of investments	<u>1,920</u>	<u>718</u>
	<u>2,181</u>	<u>990</u>
	<u>\$29,661</u>	<u>\$ 14,376</u>
Net unrealized (losses) gains on investments:		
Unrestricted net assets	\$ (5,098)	\$ (23,982)
Temporarily restricted net assets	(540)	(1,841)
Permanently restricted net assets	<u>118</u>	<u>(581)</u>
	<u>\$ (5,520)</u>	<u>\$ (26,404)</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 \$1,695 and \$1,709 in 2016 and 2015, respectively.

Investment management fees expensed and reflected in nonoperating income were \$858 and \$896 for the years ended September 30, 2016 and 2015, respectively.

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, 2016 and 2015:

	<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>2016</u>						
Marketable equity securities	\$ 1,830	\$ (86)	\$26,503	\$ (9,538)	\$28,333	\$ (9,624)
Fund-of-funds	<u>7,785</u>	<u>(215)</u>	<u>33,978</u>	<u>(2,703)</u>	<u>41,763</u>	<u>(2,918)</u>
	<u>\$ 9,615</u>	<u>\$ (301)</u>	<u>\$60,481</u>	<u>\$ (12,241)</u>	<u>\$70,096</u>	<u>\$ (12,542)</u>

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

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

	<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>2015</u>						
Marketable equity securities	\$ 32,230	\$ (3,745)	\$ 28,960	\$ (10,675)	\$ 61,190	\$ (14,420)
Fund-of-funds	<u>19,073</u>	<u>(1,158)</u>	<u>31,712</u>	<u>(4,865)</u>	<u>50,785</u>	<u>(6,023)</u>
	<u>\$ 51,303</u>	<u>\$ (4,903)</u>	<u>\$ 60,672</u>	<u>\$ (15,540)</u>	<u>\$ 111,975</u>	<u>\$ (20,443)</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 there are no securities that have suffered an other-than-temporary decline in value at September 30, 2016 and 2015.

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 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).

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, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Funded status:		
Fair value of plan assets	\$ 185,404	\$ 165,053
Projected benefit obligation	<u>(270,534)</u>	<u>(229,888)</u>
	<u>\$ (85,130)</u>	<u>\$ (64,835)</u>
Activities for the year consist of:		
Benefit payments and administrative expenses	\$ 9,230	\$ 7,562
Net periodic benefit cost	12,460	10,590

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

4. **Defined Benefit Pension Plan (Continued)**

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>2016</u>	<u>2015</u>
Change in benefit obligation:		
Benefit obligation at beginning of year	\$229,888	\$199,121
Service cost	9,836	9,562
Interest cost	10,761	9,270
Actuarial loss	29,279	21,989
Benefit payments and administrative expenses paid	(9,230)	(7,562)
Plan amendment	<u>—</u>	<u>(2,492)</u>
Benefit obligation at end of year	<u>\$270,534</u>	<u>\$229,888</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$165,053	\$151,055
Actual return on plan assets	12,581	(5,440)
Employer contributions	17,000	27,000
Benefit payments and administrative expenses paid	<u>(9,230)</u>	<u>(7,562)</u>
Fair value of plan assets at end of year	<u>\$185,404</u>	<u>\$165,053</u>
Funded status and amount recognized in noncurrent liabilities at September 30	<u>\$ (85,130)</u>	<u>\$ (64,835)</u>

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2016 and 2015 consist of:

	<u>2016</u>	<u>2015</u>
Net actuarial loss	\$30,715	\$39,736
Net amortized loss	(6,155)	(4,099)
Prior service credit amortization	276	33
Plan amendment	<u>—</u>	<u>(2,492)</u>
Total amount recognized	<u>\$24,836</u>	<u>\$33,178</u>

In June 2015, the plan was amended effective January 1, 2016 to change the factors used to convert a cash balance account into a monthly annuity, expand eligibility for the lump payment option and modify eligibility for an annual cash balance pay credit. These changes were reflected within the projected benefit obligation at September 30, 2015. Also in 2015, the System began to use the RP-2015 mortality tables, which in general have longer life expectancies than the older tables used, which had an impact on the projected benefit obligation.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2016 and 2015  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

*Pension Plan Assets*

The fair values of the System's pension plan assets as of September 30, 2016 and 2015, by asset category are as follows (see Note 14 for level definitions). In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	<u>2016</u>	<u>2015</u>
	<u>Level 1</u>	<u>Level 1</u>
Short-term investments:		
Money market funds	\$ 11,328	\$ 12,036
Equity securities:		
Common stocks	9,251	8,244
Mutual funds – international	13,879	16,770
Mutual funds – domestic	38,471	7,682
Mutual funds – natural resources	4,662	3,439
Mutual funds – inflation hedge	6,369	–
Fixed income securities:		
Mutual funds – REIT	449	680
Mutual funds – fixed income	<u>21,527</u>	<u>23,321</u>
	105,936	72,172
Funds measured at net asset value:		
Equity securities:		
Common collective trust	–	27,873
Funds-of-funds	74,753	54,601
Fixed income securities:		
Funds-of-funds	4,715	4,367
Hedge funds:		
Inflation hedge	<u>–</u>	<u>6,040</u>
Total investments at fair value	<u>\$185,404</u>	<u>\$165,053</u>

The target allocation for the System's pension plan assets as of September 30, 2016 and 2015, by asset category are as follows:

	<u>2016</u>		<u>2015</u>	
	<u>Target</u>	<u>Percentage</u>	<u>Target</u>	<u>Percentage</u>
	<u>Allocation</u>	<u>of Plan</u>	<u>Allocation</u>	<u>of Plan</u>
		<u>Assets</u>		<u>Assets</u>
Short-term investments	0-20%	6%	0-20%	7%
Equity securities	40-80%	79	40-80%	71
Fixed income securities	5-80%	15	5-80%	18
Other	0-30%	-	0-30%	4

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

### 4. Defined Benefit Pension Plan (Continued)

The funds-of-funds are invested with twelve investment managers and have various restrictions on redemptions. Five of the managers holding amounts totaling approximately \$38 million at September 30, 2016 allow for monthly redemptions, with notices ranging from 6 to 15 days. Five managers holding amounts totaling approximately \$33 million at September 30, 2016 allow for quarterly redemptions, with notices ranging from 45 to 65 days. One of the managers holding amounts of approximately \$5 million at September 30, 2016 allows for annual redemptions, with a notice of 90 days. One of the managers holding amounts of approximately \$4 million at September 30, 2016 allows for redemptions on a three year rolling basis, with a notice of 60 days. There is also a special redemption provision that allows 10% of the investment to be redeemed annually on March 1, with a notice of 30 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%) or are subject to certain lock periods.

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 2016 and 2015 consist of:

	<u>2016</u>	<u>2015</u>
Components of net periodic benefit cost:		
Service cost	\$ 9,836	\$ 9,562
Interest cost	10,761	9,270
Expected return on plan assets	(14,016)	(12,307)
Amortization of prior service credit and loss	<u>5,879</u>	<u>4,065</u>
Net periodic benefit cost	<u>\$ 12,460</u>	<u>\$ 10,590</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

**4. Defined Benefit Pension Plan (Continued)**

The accumulated benefit obligations for the plan at September 30, 2016 and 2015 were \$259,477 and \$217,825, respectively.

	<u>2016</u>	<u>2015</u>
Weighted average assumptions to determine benefit obligation:		
Discount rate	4.03%	4.78%
Rate of compensation increase	2.00	2.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	4.78%	4.78%
Expected return on plan assets	7.75	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.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2017 are as follows:

Actuarial loss	\$ 8,457	
Prior service credit	(276)	
		<u>\$ 8,181</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 \$16,000 in cash contributions to the plan for the 2017 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>
2017	\$ 11,924
2018	12,703
2019	13,727
2020	15,545
2021	16,401
2022 – 2026	93,941

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

#### 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.

##### Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.45% of net patient service revenues in State fiscal year 2016 and 5.5% of net patient service revenues in State fiscal year 2015, with certain exclusions. The amount of tax incurred by the System for 2016 and 2015 was \$19,679 and \$12,800, 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 (DSH) 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. DSH payments from the State are recorded within unrestricted revenue and other support and amounted to \$7,800 in 2016 and \$3,497 in 2015, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State in 2011 and 2012, the first years 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. The System has recorded reserves to address its potential exposure based on the audit results to date.

##### 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.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

**5. Estimated Third-Party Payor Settlements (Continued)**

*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.

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 2013 for Medicare and Medicaid.

**6. Long-Term Debt and Notes Payable**

Long-term debt consists of the following at September 30, 2016 and 2015:

	<u>2016</u>	<u>2015</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 \$3,187 in 2016 and \$3,308 in 2015	\$ 44,332	\$ 45,538
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	20,436	24,024
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 \$194 in 2016 and \$213 in 2015	<u>30,109</u>	<u>33,793</u>
	94,877	103,355
Less unamortized bond issuance costs	(908)	(973)
Less current portion	<u>(8,570)</u>	<u>(8,337)</u>
	<u>\$ 85,399</u>	<u>\$ 94,045</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.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

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

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.

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, 2016 and 2015.

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 \$3,731 and \$3,934 for the years ended September 30, 2016 and 2015, respectively.

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

2017	\$ 8,570
2018	8,822
2019	9,061
2020	7,385
2021	5,186
Thereafter	<u>52,472</u>
	<u>\$91,496</u>

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 total \$1,911 and \$2,033 at September 30, 2016 and 2015, 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.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

#### 7. Commitments and Contingencies (Continued)

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, 2016, 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. At September 30, 2016, the System's interest in the captive represents approximately 58% of the captive. The System accounts for its investments in the captive under the equity method since control of the captive is shared equally between the participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately \$3,100 and \$427 at September 30, 2016 and 2015, 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 ASU No. 2010-24, "Health Care Entities" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2016 and 2015, the Hospital recorded a liability of approximately \$3,100 and \$7,700, respectively, related to estimated professional liability losses. At September 30, 2016 and 2015, the Hospital also recorded a receivable of \$3,100 and \$7,700, 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 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 \$2,447 and \$2,202 at September 30, 2016 and 2015, 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. Assets held in trust totaled \$4,024 and \$3,803 at September 30, 2016 and 2015, respectively, and is included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

#### 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.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

**7. Commitments and Contingencies (Continued)**

*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, 2016 and 2015, have been recorded as a liability of \$8,174 and \$6,508, 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, 2016 are as follows:

Year Ending September 30:	
2017	\$ 4,938
2018	4,482
2019	3,908
2020	3,538
2021	3,258
Thereafter	<u>19,018</u>
	<u>\$39,142</u>

Rent expense was \$5,862 and \$8,127 for the years ended September 30, 2016 and 2015, respectively.

**8. Temporarily and Permanently Restricted Net Assets**

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

	<u>2016</u>	<u>2015</u>
Health education and program services	\$ 13,655	\$ 12,988
Capital acquisitions	1,099	997
Indigent care	270	188
For periods after September 30 of each year	<u>269</u>	<u>687</u>
	<u>\$ 15,293</u>	<u>\$ 14,860</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

**8. Temporarily and Permanently Restricted Net Assets**

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

	<u>2016</u>	<u>2015</u>
Health education and program services	\$ 17,115	\$ 16,726
Capital acquisitions	803	803
Indigent care	1,811	1,810
For periods after September 30 of each year	<u>152</u>	<u>105</u>
	<u>\$ 19,881</u>	<u>\$ 19,444</u>

**9. Patient Service and Other Revenue**

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

	<u>2016</u>	<u>2015</u>
Gross patient service charges:		
Inpatient services	\$ 446,448	\$ 425,655
Outpatient services	552,939	553,999
Physician services	156,870	142,521
Less charitable services	<u>(8,789)</u>	<u>(14,869)</u>
	1,147,468	1,107,306
Less contractual allowances and discounts:		
Medicare	393,940	380,166
Medicaid	114,502	119,387
Other	<u>204,335</u>	<u>198,495</u>
	<u>712,777</u>	<u>698,048</u>
Total Hospital net patient service revenue (net of contractual allowances and discounts)	434,691	409,258
Other entities	<u>270</u>	<u>29,314</u>
	<u>\$ 434,961</u>	<u>\$ 438,572</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

**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 2016 and 2015 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 2016 and 2015.

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
<u>2016</u>				
Private payors (includes coinsurance and deductibles)	\$ 459,683	\$(204,335)	\$ (7,864)	\$247,484
Medicaid	139,999	(114,502)	-	25,497
Medicare	525,644	(393,940)	(2,237)	129,467
Self-pay	<u>22,142</u>	<u>-</u>	<u>(7,488)</u>	<u>14,654</u>
	<u>\$1,147,468</u>	<u>\$(712,777)</u>	<u>\$(17,589)</u>	<u>\$417,102</u>
 <u>2015</u>				
Private payors (includes coinsurance and deductibles)	\$ 445,760	\$(198,495)	\$ (6,101)	\$241,164
Medicaid	133,988	(119,387)	(117)	14,484
Medicare	504,514	(380,166)	(1,682)	122,666
Self-pay	<u>23,044</u>	<u>-</u>	<u>(8,510)</u>	<u>14,534</u>
	<u>\$1,107,306</u>	<u>\$(698,048)</u>	<u>\$(16,410)</u>	<u>\$392,848</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 \$99 and \$1,258 associated with these meaningful use attestations was recorded as other revenue for the years ended September 30, 2016 and 2015, respectively. In addition, a receivable amount of \$526 was recorded within prepaid expenses and other current assets at September 30, 2015. There were no outstanding receivables at September 30, 2016.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(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>2016</u>	<u>2015</u>
Health care services	\$314,591	\$328,916
General and administrative	70,016	65,640
Depreciation and amortization	24,535	24,437
Medicaid enhancement tax	19,679	12,800
Interest expense	<u>3,700</u>	<u>3,974</u>
	<u>\$432,521</u>	<u>\$435,767</u>

Fundraising related expenses were \$898 and \$829 for the years ended September 30, 2016 and 2015, 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 estimated cost of all such benefits provided is as follows for the years ended September 30:

	<u>2016</u>	<u>2015</u>
Community health services	\$ 1,939	\$ 2,096
Health professions education	3,749	4,268
Subsidized health services	35,624	30,096
Research	94	94
Financial contributions	700	1,030
Community building activities	46	44
Community benefit operations	77	128
Charity care costs (see Note 1)	<u>3,807</u>	<u>6,132</u>
	<u>\$46,036</u>	<u>\$43,888</u>

In addition, the Hospital incurred estimated costs for services to Medicare and Medicaid patients in excess of the payment from these programs of \$82,669 and \$80,268 in 2016 and 2015, respectively.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(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>2016</u>	<u>2015</u>
Patients	10%	13%
Medicare	33	33
Anthem Blue Cross	13	13
Cigna	4	5
Medicaid	16	13
Commercial	23	22
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 22,000 in 2016 and 37,000 in 2015. 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:

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.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015

(In thousands)

**14. Fair Value Measurements (Continued)**

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. There have been no changes in the methodologies used at September 30, 2016 and 2015. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

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>2016</u>				
Cash and cash equivalents	\$ 27,008	\$ –	\$ –	\$ 27,008
Fixed income securities	33,021	–	–	33,021
Marketable equity and other securities	105,565	–	–	105,565
Inflation-protected securities and other	21,499	–	–	21,499
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,607</u>	<u>10,607</u>
	<u>\$187,093</u>	<u>\$ –</u>	<u>\$10,607</u>	197,700
Funds measured at net asset value:				
Marketable equity and other securities				<u>133,944</u>
				<u>\$331,644</u>
<u>2015</u>				
Cash and cash equivalents	\$ 19,441	\$ –	\$ –	\$ 19,441
Fixed income securities	40,294	–	–	40,294
Marketable equity and other securities	58,210	–	–	58,210
Inflation-protected securities and other	8,028	–	–	8,028
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,489</u>	<u>10,489</u>
	<u>\$125,973</u>	<u>\$ –</u>	<u>\$10,489</u>	136,462
Funds measured at net asset value:				
Marketable equity and other securities				157,657
Inflation-protected securities and other				<u>10,789</u>
				<u>\$304,908</u>

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(In thousands)

**14. Fair Value Measurements (Continued)**

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 2016 and 2015:

	<u>Trust Funds Administered by Others</u>
Balance at September 30, 2014	\$ 11,070
Net realized and unrealized losses	<u>(581)</u>
Balance at September 30, 2015	10,489
Net realized and unrealized gains	<u>118</u>
Balance at September 30, 2016	<u>\$ 10,607</u>

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, 2016:				
Funds-of-funds	\$ 64,234	\$ -	Monthly	6 - 15 days
Funds-of-funds	54,355	-	Quarterly	45 - 65 days*
Funds-of-funds	9,125	-	Annual	90 days
Funds-of-funds	6,230	-	Three year rolling	60 days**
September 30, 2015:				
Funds-of-funds	\$ 50,786	\$ -	Monthly	6 - 15 days
Funds-of-funds	51,056	-	Quarterly	45 - 65 days
Funds-of-funds	9,221	-	Annual	90 days

\* Certain funds are subject to a 1 year lock period before quarterly redemption can occur.

\*\* Subject to a 3 year rolling lock. This fund also has a special redemption right that allows the Hospital to liquidate 10% of the investment on March 1 of each year, with 30 days' notice.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2016 and 2015  
(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.

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 and is estimated using the net asset value per share of the fund. 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.

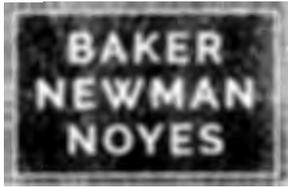
**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2016 and 2015  
(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 \$94,877 and \$112,762, respectively, at September 30, 2016, and \$103,355 and \$121,963, respectively, at September 30, 2015.



**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.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
January 6, 2017

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATING BALANCE SHEET**  
(With Consolidated Totals for September 30, 2015)

September 30, 2016

**ASSETS**  
(In thousands)

	2016						2015
	Concord Hospital (Obligated Group)	Capital Region Health Development Corporation	Capital Region Health Ventures Corporation	Concord Hospital/Dartmouth Hitchcock-Concord	Eliminations	Consolidated	Consolidated
<b>Current assets:</b>							
Cash and cash equivalents	\$ 6,555	\$ -	\$ -	\$ -	\$ -	\$ 6,555	\$ 8,096
Short-term investments	19,512	-	-	-	-	19,512	7,395
Accounts receivable, net	52,140	40	69	444	-	52,693	55,104
Due from affiliates	270	3,311	-	-	(3,311)	270	325
Supplies	1,262	-	-	-	-	1,262	1,382
Prepaid expenses and other current assets	4,719	14	27	-	-	4,760	5,945
Total current assets	<u>84,458</u>	<u>3,365</u>	<u>96</u>	<u>444</u>	<u>(3,311)</u>	<u>85,052</u>	<u>78,247</u>
<b>Assets whose use is limited or restricted:</b>							
Board designated	260,287	-	-	-	-	260,287	251,927
Funds held by trustee for workers' compensation reserves and self-insurance escrows	14,328	-	-	-	-	14,328	11,282
Donor-restricted funds and restricted grants	37,517	-	-	-	-	37,517	34,304
Total assets whose use is limited or restricted	<u>312,132</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>312,132</u>	<u>297,513</u>
<b>Other noncurrent assets:</b>							
Due from affiliates, net of current portion	16,193	-	764	-	(15,342)	1,615	2,001
Other assets	9,590	2,258	3,022	-	-	11,848	13,808
Total other noncurrent assets	<u>25,783</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(15,342)</u>	<u>13,463</u>	<u>15,809</u>
<b>Property and equipment:</b>							
Land and land improvements	6,730	273	-	-	-	7,003	5,878
Buildings	144,771	35,053	-	-	-	179,824	182,833
Equipment	233,385	1,737	212	-	-	235,334	226,193
Construction in progress	15,694	719	-	-	-	16,413	12,515
	400,580	37,782	212	-	-	438,574	427,419
Less accumulated depreciation	(257,676)	(24,147)	(211)	-	-	(282,034)	(278,714)
Net property and equipment	<u>142,904</u>	<u>13,635</u>	<u>1</u>	<u>-</u>	<u>-</u>	<u>156,540</u>	<u>148,705</u>
	<u>\$ 565,277</u>	<u>\$ 17,000</u>	<u>\$ 3,119</u>	<u>\$ 444</u>	<u>\$ (18,653)</u>	<u>\$ 567,187</u>	<u>\$ 540,274</u>

LIABILITIES AND NET ASSETS (DEFICIT)  
(In thousands)

	2016						
	Concord Hospital (Obligated Group)	Capital Region Health Development Corporation	Capital Region Health Ventures Corporation	Concord Hospital/ Dartmouth Hitchcock- Concord	Elimi- nations	Consol- idated	2015 Consol- idated
<b>Current liabilities:</b>							
Short-term notes payable	\$ -	\$ -	\$ -	\$ 459	\$ -	\$ 459	\$ 2,412
Accounts payable and accrued expenses	30,045	55	4	-	-	30,104	29,742
Accrued compensation and related expenses	22,830	-	-	-	-	22,830	27,042
Due to affiliates	3,311	-	-	-	(3,311)	-	-
Accrual for estimated third-party payor settlements	22,459	-	-	-	-	22,459	14,323
Current portion of long-term debt	8,570	-	-	-	-	8,570	8,337
Total current liabilities	<u>87,215</u>	<u>55</u>	<u>4</u>	<u>459</u>	<u>(3,311)</u>	<u>84,422</u>	<u>81,856</u>
Long-term debt, net of current portion	85,399	15,342	-	-	(15,342)	85,399	94,045
Accrued pension and other long-term liabilities	99,258	-	-	-	-	99,258	81,688
Total liabilities	<u>271,872</u>	<u>15,397</u>	<u>4</u>	<u>459</u>	<u>(18,653)</u>	<u>269,079</u>	<u>257,589</u>
<b>Net assets (deficit):</b>							
Unrestricted	258,231	1,603	3,115	(15)	-	262,934	248,381
Temporarily restricted	15,293	-	-	-	-	15,293	14,860
Permanently restricted	19,881	-	-	-	-	19,881	19,444
Total net assets (deficit)	<u>293,405</u>	<u>1,603</u>	<u>3,115</u>	<u>(15)</u>	<u>-</u>	<u>298,108</u>	<u>282,685</u>
	<u>\$ 565,277</u>	<u>\$ 17,000</u>	<u>\$ 3,119</u>	<u>\$ 444</u>	<u>\$ (18,653)</u>	<u>\$ 567,187</u>	<u>\$ 540,274</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF OPERATIONS**  
(With Consolidated Totals for September 30, 2015)

Year Ended September 30, 2016

(In thousands)

	2016					2015 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	\$ 434,691	\$ -	\$ 475	\$ (205)	\$ -	\$ 438,572
Provision for doubtful accounts	(17,589)	-	(5)	343	-	(16,839)
Net patient service revenue less provision for doubtful accounts	417,102	-	470	138	-	421,733
Other revenue	14,086	5,303	6,350	-	(4,741)	23,599
Disproportionate share revenue	7,800	-	-	-	-	7,800
Net assets released from restrictions for operations	1,232	-	-	-	-	1,232
Total unrestricted revenue and other support	440,220	5,303	6,820	138	(4,741)	447,740
Operating expenses:						
Salaries and wages	207,843	-	431	-	-	208,274
Employee benefits	55,159	-	139	-	-	55,298
Supplies and other	88,542	1,632	332	-	(3,446)	87,060
Purchased services	28,789	716	56	94	(358)	29,297
Professional fees	4,664	-	14	-	-	4,678
Depreciation and amortization	22,888	1,629	18	-	-	24,535
Medicaid enhancement tax	19,679	-	-	-	-	19,679
Interest expense	3,656	937	-	44	(937)	3,700
Total operating expenses	431,220	4,914	990	138	(4,741)	432,521
Income from operations	9,000	389	5,830	-	-	15,219
Nonoperating income:						
Unrestricted gifts and bequests	251	-	-	-	-	251
Investment income and other	27,497	-	-	-	-	27,497
Total nonoperating income	27,748	-	-	-	-	27,748
Excess of revenues and nonoperating income over expenses	\$ 36,748	\$ 389	\$ 5,830	\$ -	\$ -	\$ 42,967
						\$ 26,300

**CONCORD HOSPITAL  
BOARD OF TRUSTEES  
2017**

David Ruedig, Chair

Sol Asmar, Vice Chair

William Chapman, Esq., Secretary

Robert Steigmeyer, President and CEO (ex-officio)

Scott W. Sloane, Treasurer (Not a Board Member)

Valerie Acres, Esq.

Philip Boulter, MD

Frederick Briccetti, MD

Michelle Chicoine

Peter Cook

Philip Emma

Peter Noordsij, MD

Manisha Patel, DDS

Muriel Schadee, CPA

Robert Segal

David Stevenson, MD

Robert Thompson, MD (CH Medical Staff Pres. (ex-officio)

Jeffrey Towle

**Deborah  
Bergschneider**

**Experience**

1998- present

**Concord Hospital Family Health Center Dental Clinic Manager**

- Managing the schedule and productivity of four Dentists working in the clinic.
- Oversees dental staff as well as all aspects of the dental Clinic's functions.
- Responsible for insuring compliance standards are met by dental staff.

1997-1998

**Surgical Dental Assistant, Michael Conlan, D.D.S.&P.A.**

- Assisted in all surgical procedures including bone regeneration, gingival grafting, osseous surger and patient postoperative instructions. Lateral move to front desk receptionist to handle phone an maintained patients daily schedule.

1992-1997

**Surgical Dental Assistant, Jeffery Forgosh, D, M, D,**

- Assisted in all surgical procedures including dental implants.
- Assisted with front desk procedures such as scheduling surgical appointments.

1990-1992

**General Dental Assistant, David Gruette D.D.S.**

- Assisted in all aspects of general dentistry, chair side set up, taking all necessary radiographs, impressions and pouring of models, as well as ordering all dental supplies.

**Education**

1998-to 2011

Several education classes offered by the Concord Hospital to improve  
Development professionally and personally.

1990 Medical emergency in the Dental office setting.

1983 – Certified Radiology Course NH Technical Institute

1982- Dental Assistant Training Program, NH Technical Institute

1974 –High School

Four years of personal Orthodontic Therapy for myself.

Temporary Position in an Orthodontic practice

**CONCORD HOSPITAL FAMILY HEALTH CENTER  
DENTAL CLINIC**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Deborah Bergschneider	Dental Clinic Manager	\$73,870	32%	\$23,500



Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 DD Access: 1-800-735-2964



G&C APPROVED  
Date: 6/24/15  
Item #57

June 1, 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, Oral Health Program, to exercise a renewal option and enter into an amendment to an existing agreement with Concord Hospital, Vendor #177653-B011, to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$47,000, from \$47,000 to \$94,000, 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 agreement on June 19, 2013 (Item #93). 44.7% Federal Funds, 55.3% General Funds.

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

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Activity Code</u>	<u>Class Title</u>	<u>Current Budget</u>	<u>Increase (Decrease) Amount</u>	<u>Revised Modified Budget</u>
2014	102-500731	90072003	Contracts for Program Services	\$23,500	\$ 0	\$23,500
2015	102-500731	90072003	Contracts for Program Services	\$23,500	\$ 0	\$23,500
2016	102-500731	90072003	Contracts for Program Services	\$ 0	\$23,500	\$23,500
2017	102-500731	90072003	Contracts for Program Services	\$ 0	\$23,500	\$23,500
<b>Total</b>				<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>

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.

### EXPLANATION

Funds in this agreement will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations. Through this agreement with Concord Hospital, the community based settings option serves the Merrimack County area.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

This agreement is one of a total fifteen contracts awarded as the result of a competitive bid process. Thirteen awarded contracts were previously submitted to and approved by the Governor and Executive Council under two separate requests. A remaining contract will be submitted in the coming weeks. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 Concord Hospital has continually well-performed its contractual responsibilities, the Department is exercising this option.

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 1, 2015  
Page 3 of 3

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

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

Respectfully submitted,



Marcella Jordan Bobinsky  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 (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 #93), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$94,000
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1



**New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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,

6/5/15  
Date

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

4/2/2015  
Date

Concord Hospital  
[Signature]  
NAME Robert P. Steigmeier  
TITLE President & CEO

Acknowledgement:  
State of NH, County of Merrimack on April 2<sup>nd</sup> 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: 4/2/15

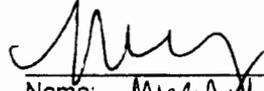
**New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/9/15

  
Name: Megan A. Alpin  
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: AS  
Date: 4/2/15



## Scope of Services

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

#### 1. General Provisions

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

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

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

##### 1.2. Eligibility and Income Determination

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

##### 1.3. Relevant Policies and Guidelines

The community-based oral health program shall:

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

##### 1.4. Numbers Served

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

*AMS*  
4/2/15



Exhibit A Amendment #1

**1.5. 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:

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

**1.6. 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:

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

**1.7. Publications Funded Under Contract**

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

*MS*  
Date 4/2/15



Exhibit A Amendment #1

**1.8. Subcontractors**

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

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

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

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

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

**2.2. Staffing Provisions**

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

**2.3. Staffing Changes**

- 2.3.1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this



Exhibit A Amendment #1

scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

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

**2.4. Coordination of Services**

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

**2.5. Meetings and Trainings**

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

**3. Quality or Performance Improvement**

**3.1. Work plans**

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

**3.2. Data and Reporting Requirements**

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

*M/S*  
4/2/15



Exhibit A Amendment #1

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

**3.3. On-Site Reviews**

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

**3.4. Performance Measures**

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

*[Handwritten Signature]*  
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**Method and Conditions Precedent to Payment**

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$23,500 in SFY 2016 and \$23,500 in SFY 2017 for oral health initiatives, for a total amount of \$47,000.
  - b. Funding is available as follows:
    - \$21,009 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$25,991 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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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**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;

*[Handwritten Signature]*  
Date 4/2/15



- 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.

*RP*  
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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 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.



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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Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



6/19/13  
# 93

May 24, 2013

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

REQUESTED ACTION

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

Summary of contracted amounts by vendor:

44.7% Federal 55.3% Beant Fund

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
Page 2 of 4

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

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

See attachment for financial details

#### EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

Area served: Statewide.

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

May 24, 2013

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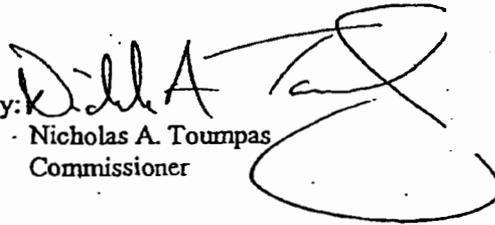
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 64,716.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 26,800.00	\$ 20,000.00	\$ 46,800.00	\$ 42,000.00	\$ 20,309.00	\$ 20,309.00	\$ 28,194.00
	\$ 26,800.00	\$ 20,000.00	\$ 46,800.00	\$ 42,000.00	\$ 20,309.00	\$ 20,309.00	\$ 28,194.00
	\$ 53,600.00	\$ 40,000.00	\$ 93,600.00	\$ 84,000.00	\$ 40,618.00	\$ 40,618.00	\$ 56,388.00
	\$ 22,808.00	\$ 36,100.00	\$ 58,908.00	\$ 36,100.00	\$ 22,808.00	\$ 36,100.00	\$ 25,367.00
	\$ 25,088.00	\$ 35,100.00	\$ 60,188.00	\$ 35,100.00	\$ 25,088.00	\$ 35,100.00	\$ 22,830.00
	\$ 47,896.00	\$ 71,200.00	\$ 119,096.00	\$ 71,200.00	\$ 47,896.00	\$ 71,200.00	\$ 48,197.00

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

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

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST
	\$ 85,263.00	\$ 18,077.00	\$ 103,340.00
	\$ 88,085.00	\$ 18,077.00	\$ 106,162.00
	\$ 173,348.00	\$ 36,154.00	\$ 209,502.00

BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 22,808.00	\$ 22,808.00	\$ 45,616.00
	\$ 25,088.00	\$ 25,088.00	\$ 50,176.00
	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00

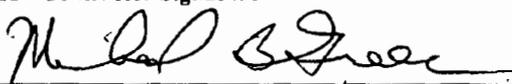
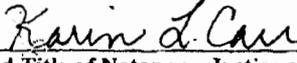
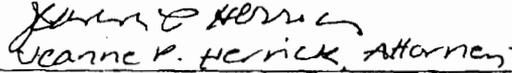
Subject: Community-based oral health services will be delivered to underserved individuals in the Concord Region

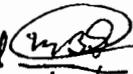
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

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

Initial   
Date 3/18/2013

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

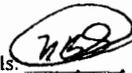
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials:   
Date: 3/18/2013

## 8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

## 14. INSURANCE.

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

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

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

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

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

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.

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, 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 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 #93, and subsequently amended on May 6, 2015, Item #16, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$97,000 from \$388,000 to read: \$485,000.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.

*[Handwritten Signature]*  
*[Handwritten Date: 6/13/17]*

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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

6/19/17  
Date

[Signature]  
Name: Lisa Morris, MSSW  
Title: Director

Coos County Family Health Services, Inc.

6/13/17  
Date

[Signature]  
Name: Ken Gordon  
Title: CEO

Acknowledgement of Contractor's signature:

State of Coos, County of New Hampshire on 6/13/17, before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Linda Blanchette, Executive Assistant  
Name and Title of Notary or Justice of the Peace

**LINDA BLANCHETTE, Notary Public  
My Commission Expires September 18, 2018**

My Commission Expires: \_\_\_\_\_

**New Hampshire Department of Health and Human Services**  
**Statewide Community and School-Based Oral Health Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 6/27/17

Name: [Signature]  
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 SFY 2018**

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

**Bidder/Contractor Name: Coos County Family Health Services, Inc.**

**Budget Request for: Statewide Community & School Based Oral Health Services**  
*(Name of RFP)*

**Budget Period: SFY 2018**

<b>Line Item</b>	<b>Direct Incremental</b>	<b>Indirect Fixed</b>	<b>Total</b>	<b>Allocation Method for Indirect/Fixed Cost</b>
1. Total Salary/Wages	\$ 30,303.00	\$ -	\$ 30,303.00	
2. Employee Benefits	\$ 9,697.00	\$ -	\$ 9,697.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 57,000.00	\$ -	\$ 57,000.00	
Memorandum of Agreements with:	\$ -	\$ -	\$ -	
Ammonoosuc, Indian Stream and	\$ -	\$ -	\$ -	
Weeks Medical Center	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 97,000.00</b>	<b>\$ -</b>	<b>\$ 97,000.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 Budget SFY 2018

Contractor Initials: Kg

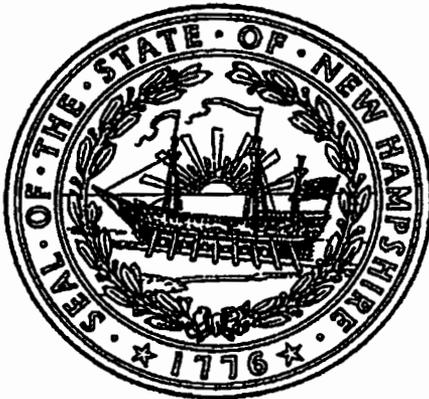
Date: 6/13/17

**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 registered to transact business in New Hampshire on December 14, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63204



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Joan Merrill, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Coos Co. Family Health Services.  
(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 2/18/16.  
(Date)

**RESOLVED:** That the CEO - Keri Good  
(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 <sup>15</sup>TH day of July, 2017.  
(Date Contract Signed)

4. Keri Good is the duly elected CEO  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Agency.

x Joan C. Merrill  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE  
County of Coos

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2017.

By Joan C. Merrill  
(Name of Elected Officer of the Agency)

Linda Blanchette  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**LINDA BLANCHETTE, Notary Public**  
**My Commission Expires September 18, 2018**

Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2017

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT</b> NAME: Vivian Vaudreuil PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: vvaudreuil@crossagency.com	
<b>INSURED</b> Coos County Family Health Services 133 Pleasant Street  Berlin NH 03570-2006		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B: MEMIC Indemnity Company NAIC # 11030 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 17-18 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		PHPK1676678	7/1/2017	7/1/2018	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 \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> 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		PHPK1676678	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB590712	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	3102802240 (3a.) NH All Officers included	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Dishonesty		PHSD1258437	7/1/2017	7/1/2018	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
State of NH Department of Health & Human Services is included as additional insured with respects to the CGL as per written contract. Refer to policy for exclusionary endorsements and special provisions.

### CERTIFICATE HOLDER

### CANCELLATION

jsouthwick@dhhs.state.nh.u  NH Department of Health & Human Services Div. of Public Health Svcs Contract & Procurement Unit 29 Hazen Drive Concord, NH 03301-6504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Michael Guarino / BN5 
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133 Pleasant Street  
Berlin, NH 03570-2006  
Ph: 1-603-752-2040  
Fax: 1-603-752-7797

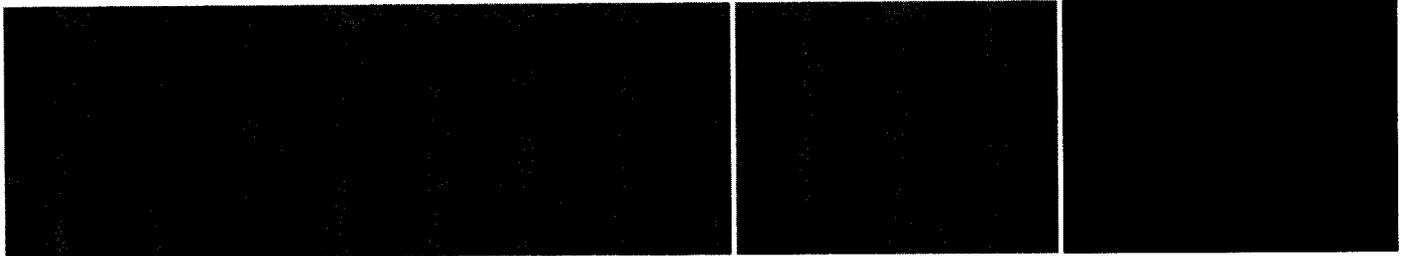
59 Page Hill Road  
Berlin, NH 03570-3568  
Ph: 1-603-752-2900  
Fax: 1-603-752-3727

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## MISSION OF COÖS COUNTY FAMILY HEALTH SERVICES

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

(Mission/Vision Statement)  
Board Approved 1/15/15



**FINANCIAL STATEMENTS**

**June 30, 2016 and 2015**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Coos County Family Health Services, Inc.

We have audited the accompanying financial statements of Coos County Family Health Services, Inc., which comprise the balance sheets as of June 30, 2016 and 2015, 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 audit. We conducted our audit 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 Coos County Family Health Services, Inc. as of June 30, 2016 and 2015, 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.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
September 15, 2016

**COOS COUNTY FAMILY HEALTH SERVICES, INC.**

**Balance Sheets**

**June 30, 2016 and 2015**

**ASSETS**

	<u><b>2016</b></u>	<u><b>2015</b></u>
Current assets		
Cash and cash equivalents	\$ 1,777,082	\$ 836,038
Patient accounts receivable, less allowance for uncollectible accounts of \$182,000 in 2016 and \$170,000 in 2015	1,308,326	1,064,656
Grants receivable	671,106	298,215
Due from third party payers	45,250	45,000
Prepaid expenses	<u>76,676</u>	<u>71,972</u>
Total current assets	<b>3,878,440</b>	2,315,881
Assets limited as to use	640,358	648,693
Beneficial interest in perpetual trust held by others	18,908	20,215
Property and equipment, net	<u>2,340,309</u>	<u>2,460,244</u>
Total assets	<u><b>\$ 6,878,015</b></u>	<u><b>\$ 5,445,033</b></u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Accounts payable and accrued expenses	\$ 361,695	\$ 276,167
Accrued payroll and related expenses	673,277	578,708
Current maturities of long-term debt	<u>61,937</u>	<u>60,514</u>
Total current liabilities	<b>1,096,909</b>	915,389
Long-term debt, less current maturities	<u>593,486</u>	<u>655,338</u>
Total liabilities	<u><b>1,690,395</b></u>	<u><b>1,570,727</b></u>
Net assets		
Unrestricted	5,079,949	3,750,548
Temporarily restricted	84,681	99,461
Permanently restricted	<u>22,990</u>	<u>24,297</u>
Total net assets	<u><b>5,187,620</b></u>	<u><b>3,874,306</b></u>
Total liabilities and net assets	<u><b>\$ 6,878,015</b></u>	<u><b>\$ 5,445,033</b></u>

---

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

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Operations

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$ 9,616,052	\$ 8,317,416
Provision for bad debts	<u>(214,250)</u>	<u>(222,507)</u>
Net patient service revenue	9,401,802	8,094,909
Grants, contracts, and contributions	2,812,978	2,793,186
Other operating revenue	79,567	153,323
Interest income	3,183	2,237
Net assets released from restrictions for operations	<u>116,823</u>	<u>63,939</u>
Total operating revenue	<u>12,414,353</u>	<u>11,107,594</u>
Operating expenses		
Salaries and benefits	7,878,140	7,507,353
Other operating expenses	2,962,263	2,614,990
Depreciation	219,928	229,013
Interest expense	<u>24,621</u>	<u>27,282</u>
Total operating expenses	<u>11,084,952</u>	<u>10,378,638</u>
Excess of revenues over expenses and increase in unrestricted net assets	<u>\$ 1,329,401</u>	<u>\$ 728,956</u>

---

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

**COOS COUNTY FAMILY HEALTH SERVICES, INC.**

**Statements of Changes in Net Assets**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Excess of revenue over expenses and increase in net assets	\$ <u>1,329,401</u>	\$ <u>728,956</u>
Temporarily restricted net assets		
Grants, contracts, and contributions	101,089	52,692
Net assets released from restrictions for operations	(115,869)	(63,115)
Capital appreciation on endowment funds	954	824
Appropriation of endowment assets for expenditure	<u>(954)</u>	<u>(824)</u>
Decrease in temporarily restricted net assets	<u>(14,780)</u>	<u>(10,423)</u>
Permanently restricted net assets		
Contributions	-	125
Change in fair value of beneficial interest in perpetual trust held by others	<u>(1,307)</u>	<u>242</u>
(Decrease) increase in permanently restricted net assets	<u>(1,307)</u>	<u>367</u>
Change in net assets	1,313,314	718,900
Net assets, beginning of year	<u>3,874,306</u>	<u>3,155,406</u>
Net assets, end of year	\$ <u>5,187,620</u>	\$ <u>3,874,306</u>

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

**COOS COUNTY FAMILY HEALTH SERVICES, INC.**

**Statements of Cash Flows**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 1,313,314	\$ 718,900
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	214,250	222,507
Depreciation	219,928	229,013
Change in fair value of beneficial interest in perpetual trust held by others	1,307	(242)
(Increase) decrease in the following assets		
Patient accounts receivable	(457,920)	(308,608)
Grants receivable	(372,891)	(154,821)
Due from third party payers	(250)	(4,895)
Prepaid expenses	(4,704)	19,064
Assets limited as to use	8,335	2,658
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	85,528	18,972
Accrued payroll and related expenses	94,569	(122,057)
Deferred revenue	<u>-</u>	<u>(26,724)</u>
Net cash provided by operating activities	<u>1,101,466</u>	<u>593,767</u>
Cash flows from investing activities		
Capital acquisitions	<u>(99,993)</u>	<u>(70,119)</u>
Net cash used by investing activities	<u>(99,993)</u>	<u>(70,119)</u>
Cash flows from financing activities		
Payments on long-term debt	<u>(60,429)</u>	<u>(59,137)</u>
Net cash used by financing activities	<u>(60,429)</u>	<u>(59,137)</u>
Net increase in cash and cash equivalents	941,044	464,511
Cash and cash equivalents, beginning of year	<u>836,038</u>	<u>371,527</u>
Cash and cash equivalents, end of year	<u>\$ 1,777,082</u>	<u>\$ 836,038</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 24,621	\$ 27,282

---

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

**COOS COUNTY FAMILY HEALTH SERVICES, INC.**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**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.

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles 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. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**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.

**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.

**Allowance For Uncollectible Accounts**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient 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 did not change its methodology for estimating the allowance for uncollectible accounts during the years ended June 30, 2016 and 2015.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2016 and 2015

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 170,000	\$ 218,000
Provision	214,250	222,507
Write-offs	<u>(202,250)</u>	<u>(270,507)</u>
Balance, end of year	<u>\$ 182,000</u>	<u>\$ 170,000</u>

The increase in the allowance for uncollectible accounts is the result of an increase in patient balances included in accounts receivable.

**Grants Receivable**

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

**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, assets designated by the Board of Directors and donor-restricted grants and contributions.

**Beneficial Interest in Perpetual Trust Held by Others**

The Organization is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation (the Foundation). 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 permanently restricted net assets.

**Property and Equipment**

Property and equipment are carried at cost, less accumulated depreciation. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted net assets, and excluded from the excess of revenues 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 temporarily restricted net assets. 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.

# COOS COUNTY FAMILY HEALTH SERVICES, INC.

## Notes to Financial Statements

June 30, 2016 and 2015

### **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.

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.

### **Donor-Restricted Gifts**

Unconditional promises to give cash and other assets 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 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 to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

### **Patient Service Revenue**

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. 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.

### **340B Drug Pricing Program**

The Organization, as an 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. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2016 and 2015

**Charity Care**

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

**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 \$107,136 and \$106,422 for the years ended June 30, 2016 and 2015, respectively. The Response Program also receives donated supplies to be used for program activities. The fair value of supplies recognized as revenues was \$4,565 and \$4,344 for the years ended June 30, 2016 and 2015, respectively.

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.

**Functional Expenses**

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 9,679,116	\$ 9,084,301
Administrative and general	<u>1,405,836</u>	<u>1,294,337</u>
Total	<u>\$11,084,952</u>	<u>\$10,378,638</u>

**Excess of Revenues Over Expenses**

The statements of operations reflect the excess of revenues over expenses. Changes in unrestricted net assets which are excluded from the excess of revenues 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).

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2016 and 2015

**Subsequent Events**

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through September 15, 2016, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

**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 trust consisted of the following as of June 30:

	<u>2016</u>	<u>2015</u>
Board designated: working capital	\$ 512,239	\$ 510,646
United States Department of Agriculture Rural Development: loan agreements	39,356	34,504
Donor restricted:		
Temporarily restricted: specific purposes	84,681	99,461
Permanently restricted: endowment	<u>22,990</u>	<u>24,297</u>
Total	<u>\$ 659,266</u>	<u>\$ 668,908</u>

Assets limited as to use and beneficial interest in perpetual trust are reported in the accompanying balance sheets as follows:

	<u>2016</u>	<u>2015</u>
Assets limited as to use	\$ 640,358	\$ 648,693
Beneficial interest in perpetual trust held by others	<u>18,908</u>	<u>20,215</u>
Total	<u>\$ 659,266</u>	<u>\$ 668,908</u>

Assets limited as to use are comprised of cash and cash equivalents.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2016 and 2015

3. **Property and Equipment**

Property and equipment consists of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 153,257	\$ 153,257
Building and improvements	3,209,070	3,205,175
Furniture, fixtures, and equipment	<u>1,796,689</u>	<u>1,740,291</u>
Total cost	5,159,016	5,098,723
Less accumulated depreciation	<u>(2,818,707)</u>	<u>(2,638,479)</u>
Property and equipment, net	<u>\$ 2,340,309</u>	<u>\$ 2,460,244</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, HRSA.

4. **Line of Credit**

The Organization has a \$500,000 line of credit with a local bank, which matures on December 31, 2016. The line of credit is collateralized by the Organization's business assets with interest at the prime rate plus 1.50% (5.00% at June 30, 2016). 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, 2016 and 2015.

**COOS COUNTY FAMILY HEALTH SERVICES, INC.**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**5. Long-Term Debt**

Long-term debt consists of the following:

	<u>2016</u>	<u>2015</u>
Note payable, U.S. Department of Agriculture, Rural Development, payable in monthly installments of \$1,285, including interest at 3.375%, due May 2042, collateralized by real estate.	\$ 265,378	\$ 271,743
Note payable, U.S. Department of Agriculture, Rural Development, payable in monthly installments of \$2,741, including interest at 4.5%, due November 2028, collateralized by all business assets.	311,430	329,757
Note payable, New Hampshire Health and Education Facilities Authority, payable in monthly installments of \$3,060, including interest at 1.00%, due August 2018, collateralized by real estate.	<u>78,615</u>	<u>114,352</u>
Total long-term debt	655,423	715,852
Less current maturities	<u>61,937</u>	<u>60,514</u>
Long-term debt, less current maturities	\$ <u>593,486</u>	\$ <u>655,338</u>

Maturities of long-term debt for the next five years and thereafter are as follows:

2017	\$ 61,937
2018	63,411
2019	34,170
2020	29,320
2021	30,582
Thereafter	<u>436,003</u>
Total	\$ <u>655,423</u>

**COOS COUNTY FAMILY HEALTH SERVICES, INC.**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**6. Patient Service Revenue**

Patient service revenue follows:

	<u>2016</u>	<u>2015</u>
Medicare	\$ 2,602,665	\$ 1,965,553
Medicaid	1,414,161	1,357,096
Third party payers and private pay	<u>3,168,459</u>	<u>2,841,720</u>
Medical patient service revenue	7,185,285	6,164,369
340B pharmacy revenue	<u>2,430,767</u>	<u>2,153,047</u>
Total Patient Service Revenue	<u>\$ 9,616,052</u>	<u>\$ 8,317,416</u>

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare and New Hampshire Medicaid). Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. 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. 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 differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payers increased patient service revenues by approximately \$13,000 and \$42,000 for the years ended June 30, 2016 and 2015, respectively, due to changes in allowances or recognition of settlements no longer subject to audits, reviews, and investigations.

A summary of the payment arrangements with major third-party payers follows:

Medicare

Effective July 1, 2015, the Organization began to be reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically adjusted rate determined by Federal guidelines. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2014.

**COOS COUNTY FAMILY HEALTH SERVICES, INC.**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and 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.

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. 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 \$166,384 and \$209,321 for the years ended June 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

**7. Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that cover substantially all employees. The Organization contributed \$154,913 and \$159,361 for the years ended June 30, 2016 and 2015, respectively.

**8. Malpractice Insurance**

The Organization is protected from medical malpractice risk as an 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, 2016, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice 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.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2016 and 2015

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed 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 whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source at June 30, 2016 and 2015.

	<u>2016</u>	<u>2015</u>
Medicare	13 %	17 %
Medicaid	32 %	33 %
Blue Cross	13 %	15 %
Harvard Pilgrim	13 %	10 %
Other	<u>29 %</u>	<u>25 %</u>
	<u>100 %</u>	<u>100 %</u>

10. Lease Commitments

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2017	\$ 79,046
2018	74,928
2019	<u>40,776</u>
Total	<u>\$ 194,750</u>

Rent expense amounted to \$85,182 and \$86,024 for the years ended June 30, 2016 and 2015, respectively.

11. Patient Assistance Programs (Unaudited)

The Organization acts as a conduit for pharmaceutical company patient assistance programs. The Organization provides assistance to patients in applying for 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, 2016 and 2015 was \$2,527,456 and \$2,750,999, respectively.

**COOS COUNTY FAMILY HEALTH SERVICES, INC.  
54 WILLOW STREET – BERLIN, NH 03570**

**752-3669**

**BOARD OF DIRECTORS**

Joan Merrill, 2019 (3<sup>rd</sup>)

**\*\*PRESIDENT\*\***

Retired English Teacher  
Chair, Executive Committee

H. Guyford Stever, Jr., 2019 (3<sup>rd</sup>)

**\*\*VICE-PRESIDENT\*\***

Retired English Teacher  
Chair, Personnel Committee

Dawn Cross, 2019 (1<sup>st</sup>)

**\*\*TREASURER\*\***

Bank Manager

Roland Olivier, 2017 (1<sup>st</sup>)

**\*\*SECRETARY\*\***

Attorney  
Chair, CCO Subcommittee

Robert Pelchat, 2017 (5<sup>th</sup>)

**\*\*IMMEDIATE PAST PRESIDENT\*\***

Retired Electronics Engineer

Aline Boucher, 2017 (3<sup>rd</sup>)

Retired City Comptroller/Tax Collector  
Chair, Finance/Development Committee

Marge McClellan, 2017 (5<sup>th</sup>)

Retired Executive Director – AV Home Care

Andrea Brochu, 2019 (2<sup>nd</sup>)

Division Director, Tri-County CAP

David Morin, 2017 (1<sup>st</sup>)

Retired Berlin Merchant – Morin Shoe Store  
Chair, Governance Committee

Robert Thompson, 2018 (1<sup>st</sup>)

Project Manager - Berlin Public Schools

Timothy Beaulac, 2019 (1<sup>st</sup>)

Retired Pharmacist  
Chair, Corporate Compliance Committee

Pauline Tibbetts

Client Service Coordinator, AV Home Care

Claudette Morneau

Retired RN  
Chair, Quality Improvement Committee

Patti Stolte

Executive Director, Family Resource Center  
Gorham, NH 03581

## **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](mailto: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

- 1<sup>st</sup> year field internship: Reach Up Program, Vermont Department of Social Welfare
- 2<sup>nd</sup> 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

# Loretta L. Morrissette

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## *Experience*

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

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

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

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

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

## *Education*

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Associate of Science  
Certification in Dental Hygiene  
New Hampshire Technical Institute

New Hampshire licensed Registered Dental Hygienist

## KEY ADMINISTRATIVE PERSONNEL

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

**Agency Name:** Coos County Family Health Services

**Name of Bureau/Section:** Community Health Services/Community and School Based Oral Health Services

<b>BUDGET PERIOD: SFY 18 (7/1/17 - 6/30/18)</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
Ken Gordon, CEO	\$136,000	0.00%	\$0.00
Loretta Morrissette, RDH	\$83,595	36.81%	\$30,769.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$30,769.00</b>


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.

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16 w



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



G&C APPROVED  
Date: 5/6/15  
Item #16

March 13, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$771,894, from \$771,894 to \$1,543,788, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Catholic Medical Center	Manchester	\$142,400
Coos County Family Health Services, Inc.	Berlin	\$388,000
Easter Seals New Hampshire	Manchester	\$142,400
Families First of the Greater Seacoast	Portsmouth	\$205,336
Goodwin Community Health	Somersworth	\$189,792
Health First Family Care Center	Franklin	\$95,792
Lamprey Health Care, Inc.	Newmarket	\$96,394
Monadnock Community Hospital	Peterborough	\$95,792
Speare Memorial Hospital	Plymouth	\$91,482
Tri-County Community Action Program, Inc.	Berlin	\$96,400
<b>TOTAL:</b>		<b>\$1,543,788</b>

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.

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

**See attachment for financial details**

### **EXPLANATION**

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are ten of a total fifteen contracts awarded as the result of a competitive bid process. The remaining five originally awarded contracts are in different stages of the amendment process; the Department anticipates submitting the remaining five agreements to the Governor and Executive Council under a separate request in June 2015. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

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

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

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

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

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

<b>Catholic Medical Center (Vendor #177240-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Coos County Family Health Services, Inc. (Vendor #155327-B001)</b>			
<b>Class/Object:102-500731Service Provided:Community/School BasedActivity Code:90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$97,000	\$ 0	\$97,000
2015	\$97,000	\$ 0	\$97,000
2016	\$ 0	\$97,000	\$97,000
2017	\$ 0	\$97,000	\$97,000
<b>Subtotal</b>	<b>\$194,000</b>	<b>\$194,000</b>	<b>\$388,000</b>

<b>Easter Seals New Hampshire (Vendor #177204-B005)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Families First of the Greater Seacoast (Vendor #166629-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$29,299	\$ 0	\$29,299
2015	\$26,369	\$ 0	\$26,369
2016	\$ 0	\$29,299	\$29,299
2017	\$ 0	\$26,369	\$26,369
<b>Subtotal</b>	<b>\$55,668</b>	<b>\$55,668</b>	<b>\$111,336</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Goodwin Community Health (Vendor #154703-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Health First Family Care Center (Vendor #158221-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Lamprey Health Care, Inc. (Vendor #177677-R001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$25,367	\$ 0	\$25,367
2015	\$22,830	\$ 0	\$22,830
2016	\$ 0	\$25,367	\$25,367
2017	\$ 0	\$22,830	\$22,830
<b>Subtotal</b>	<b>\$48,197</b>	<b>\$48,197</b>	<b>\$96,394</b>

<b>Monadnock Community Hospital (Vendor #177164-B006)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Speare Memorial Hospital (Vendor #177178-B002)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$24,074	\$ 0	\$24,074
2015	\$21,667	\$ 0	\$21,667
2016	\$ 0	\$24,074	\$24,074
2017	\$ 0	\$21,667	\$21,667
<b>Subtotal</b>	<b>\$45,741</b>	<b>\$45,741</b>	<b>\$91,482</b>

<b>Tri-County Community Action Program, Inc. (Vendor #177195-B011)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,952	\$ 0	\$22,952
2015	\$25,248	\$ 0	\$25,248
2016	\$ 0	\$22,952	\$22,952
2017	\$ 0	\$25,248	\$25,248
<b>Subtotal</b>	<b>\$48,200</b>	<b>\$48,200</b>	<b>\$96,400</b>
<b>TOTAL</b>	<b>\$771,894</b>	<b>\$771,894</b>	<b>\$1,543,788</b>



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 #93), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$388,000
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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,

3/23/15  
Date

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

3/5/15  
Date

Coos County Family Health Services, Inc.  
[Signature]  
NAME  
TITLE

Acknowledgement:  
State of New Hampshire County of Coos on 3/5/15, 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

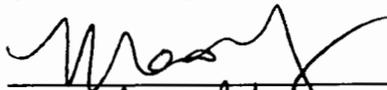
New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services



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: Megan A. Lopez  
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: Kg  
Date: 3-5-15



## Scope of Services

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

#### 1. General Provisions

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

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

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

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

#### 1.2. Numbers Served

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

#### 1.3. Eligibility and Income Determination

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

#### 1.4. Relevant Policies and Guidelines

The community and school-based oral health programs shall:

- 1.4.1. Require no fee for any Medicaid client.
- 1.4.2. Assist eligible families with Medicaid enrollment directly or through referral.
- 1.4.3. Become a Medicaid provider for qualified clients.
- 1.4.4. Provide a sliding fee scale for children from families without Medicaid, SCHIP or private dental insurance.



Exhibit A Amendment #1

- 1.4.5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
- 1.4.6. Resources shall be directed to evidence-based interventions.
- 1.4.7. Explore and secure future funding sources.

**1.5. 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:

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

**1.6. 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:

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

**1.7. Publications Funded Under Contract**

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



Exhibit A Amendment #1

**1.8. Subcontractors**

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

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

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

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

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

**2.2. Staffing Provisions**

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

**2.3. Staffing Changes**

- 2.3.1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this

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**Exhibit A Amendment #1**

scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

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

**2.4. Coordination of Services**

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

**2.5. Meetings and Trainings**

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

**3. Quality or Performance Improvement**

**3.1. Work plans**

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

**3.2. Data and Reporting Requirements**

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



Exhibit A Amendment #1

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

**3.3. On-Site Reviews**

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

**3.4. Performance Measures**

3.4.1. Community-Based Performance Measures:

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

3.4.2. School-Based Performance Measures:

- A minimum of 75% of 2nd and 3rd grade students returning consent forms
- A minimum of 200 2nd and 3rd grade students shall receive oral screenings
- Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
- Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar



Exhibit A Amendment #1

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- 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
  - Percent of all 2nd and 3rd grade students screened with a history of decay



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**Method and Conditions Precedent to Payment**

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$97,000 in SFY 2016 and \$97,000 in SFY 2017 for oral health initiatives, for a total amount of \$194,000.
  - b. Funding is available as follows:
    - \$86,718 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$107,282 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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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**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.

93 Beach

*Handwritten initials*



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



6/19/13  
# 93

May 24, 2013

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

REQUESTED ACTION

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

Summary of contracted amounts by vendor:

44.7% Federal 55.3% General Fund

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

May 24, 2013

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

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

See attachment for financial details

### EXPLANATION

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
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Sixteen agencies submitted 19 proposals. An evaluation committee of fourteen reviewers, internal and external to the Division of Public Health Services, evaluated the proposals. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services who hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations.

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

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

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

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

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

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

Area served: Statewide.

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
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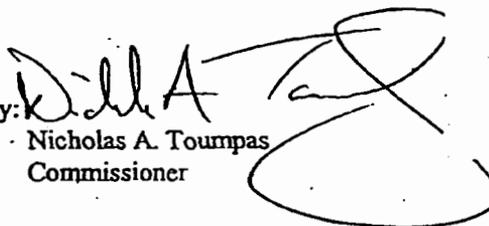
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 64,716.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 26,800.00	\$ 20,000.00	\$ 46,800.00	\$ 22,808.00	\$ 22,808.00	\$ 23,500.00	\$ 22,808.00
	\$ 26,800.00	\$ 20,000.00	\$ 46,800.00	\$ 25,088.00	\$ 25,088.00	\$ 23,500.00	\$ 25,088.00
	\$ 53,600.00	\$ 40,000.00	\$ 93,600.00	\$ 47,896.00	\$ 47,896.00	\$ 71,200.00	\$ 47,896.00
	\$ 42,000.00	\$ 42,000.00	\$ 84,000.00	\$ 36,100.00	\$ 36,100.00	\$ 71,200.00	\$ 22,808.00
	\$ 20,309.00	\$ 20,309.00	\$ 40,618.00	\$ 25,088.00	\$ 25,088.00	\$ 47,896.00	\$ 25,367.00
	\$ 20,309.00	\$ 20,309.00	\$ 40,618.00	\$ 35,100.00	\$ 35,100.00	\$ 71,200.00	\$ 22,830.00
	\$ 56,388.00	\$ 40,618.00	\$ 96,996.00	\$ 47,896.00	\$ 47,896.00	\$ 71,200.00	\$ 48,197.00

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



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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Coos County Family Health Services, Inc.		1.4 Contractor Address 54 Willow Street Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-3669 Ext. 4014	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$194,000
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature <i>Adele D. Woods</i>		1.12 Name and Title of Contractor Signatory <i>Adele D. Woods, Chief Executive Officer (CEO)</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> On <u>3/29/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		<i>Linda Blanchette</i>	
1.13.2 Name and Title of Notary or Justice of the Peace LINDA BLANCHETTE, Notary Public My Commission Expires September 17, 2013			
1.14 State Agency Signature <i>Lisa L. Bujno</i>		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Janice P. Herrick, Attorney</i> On: <i>28 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.

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.



**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**

---

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dental Health Works of Cheshire County, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 69 Island Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, Item #48, and subsequently amended on June 10, 2015, Item #12, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$25,624 from \$108,192 to read: \$133,816.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.



New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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

6/20/17  
Date

[Signature]  
Name: Lisa Morris, MSSW  
Title: Director

Dental Health Works of Cheshire County, Inc.

6/16/17  
Date

[Signature]  
Name: Stephen F. Hoffman DMD  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Cheshire on 6/16/17, before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Jonathan Blais, Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: Apr 19, 2022

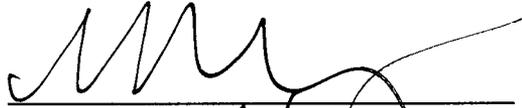


**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**

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

OFFICE OF THE ATTORNEY GENERAL

Date 6/29/17

  
Name: \_\_\_\_\_  
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 SFY 2018

New Hampshire Department of Health and Human Services

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

Statewide Community and School Based Oral  
Budget Request for: Health Services

(Name of RFP)

Budget Period: SFY 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 25,624.00	\$ -	\$ 25,624.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 25,624.00</b>	<b>\$ -</b>	<b>\$ 25,624.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 Budget SFY 2018

Contractor Initials: SN

Date: 6/16/17

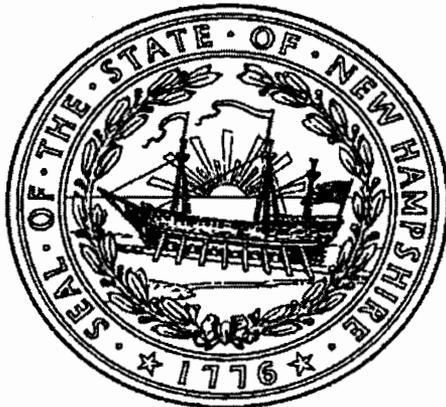
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 13, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 468990



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of June A.D. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Jonathan Blais, of Dental Health Works of Cheshire County, Inc., do hereby certify that:

1. I am the duly elected president of Dental Health Works' Board of Directors.
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 23, 2015.

RESOLVED: That the Executive Director 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 14 day of June, 2017.
4. Stephen F. Hoffman, DMD is the duly elected Executive Director of the Agency.

  
\_\_\_\_\_  
Jonathan Blais, President

STATE OF NEW HAMPSHIRE  
County of Cheshire

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2017,  
By Jonathan Blais.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

KARYNNE A. CHAMBERLIN  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
April 20, 2021

My Commission Expires: \_\_\_\_\_



DENTHEA-01

LBENJAMIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2017

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 225-6611	FAX (A/C, No): (603) 225-7935
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  Dental Health Works of Cheshire County 69V Island St Unit B Keene, NH 03431	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : CNA Insurance Companies</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER:			DLP428234585	06/29/2017	06/29/2018	EACH OCCURRENCE \$ <b>500,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>500,000</b> GENERAL AGGREGATE \$ <b>1,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> <b>ERISA BOND</b> \$ <b>200,000</b> COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						

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

<b>CERTIFICATE HOLDER</b>  NH DHHS 129 Pleasant St Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Laure A. Benjamin</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/14/2017

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).

<b>PRODUCER</b> Masiello Insurance Agency 69-A Island Street, Suite 1  Keene NH 03431	<b>CONTACT NAME:</b> Janice Sargent <b>PHONE (A/C, No, Ext):</b> (603) 352-1810 <b>E-MAIL ADDRESS:</b> janices@masiello.com	<b>FAX (A/C, No):</b> (603) 352-8367
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Dental Health Works of Cheshire County Inc 69 V Island Street  Keene NH 03431	<b>INSURER A:</b> NGM Insurance Company <b>NAIC #:</b> 14788	
	<b>INSURER B:</b> AmTrust North America	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> CL1761413159	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <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)	\$	
								\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCJ2013C	7/1/2016 7/1/2017	7/1/2017 7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$ 100,000
								E.L. DISEASE - EA EMPLOYEE	\$ 500,000
								E.L. DISEASE - POLICY LIMIT	\$ 100,000
B	<b>Directors &amp; Officers</b>			SML1343147 00	10/18/2016	10/18/2017			\$1,000,000

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

<b>CERTIFICATE HOLDER</b>  NH DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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 Janice Sargent/JANICE <i>Janice Sargent</i>
--	---

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Davis &amp; Towle Morrill &amp; Everett, Inc.</b>		NAMED INSURED <b>Stephen F. Hoffman DMD</b> <b>62 Acrebrook Road</b> <b>Keene, NH 03431</b>	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

\*\*\*Ann Mahoney RDH is covered for Professional Liability as indicated\*\*\*



**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Davis &amp; Towle Morrill &amp; Everett, Inc.</b>		NAMED INSURED <b>Stephen F. Hoffman DMD</b> 62 Acrebrook Road Keene, NH 03431	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

\*\*\*Marcia Levesque CPHDH is covered for Professional Liability as indicated\*\*\*



## **MISSION:**

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

## **VISION:**

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

DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC.

FINANCIAL REPORT

JUNE 30, 2016

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**NATHAN WECHSLER & COMPANY**  
PROFESSIONAL ASSOCIATION

**CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS**

*INDEPENDENT AUDITOR'S REPORT*

To the Board of Directors of  
Dental Health Works of Cheshire County, Inc.  
Keene, New Hampshire 03431

We have audited the accompanying financial statements of Dental Health Works of Cheshire County, Inc., which comprise the statement of financial position as of June 30, 2016, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year 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 audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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 Dental Health Works of Cheshire County, Inc. as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matter***

The financial statements of Dental Health Works of Cheshire County, Inc. for the year ended June 30, 2015, before the restatement described in Note 11, were reviewed by other accountants and their report thereon, dated December 17, 2015, stated they were not aware of any material modifications that should be made to those statements for them to be in accordance with accounting principles generally accepted in the United States of America. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements as a whole.

Nathan Wechsler <sup>1</sup>/<sub>5</sub> Company  
Concord, New Hampshire  
December 19, 2016

DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC.

STATEMENTS OF FINANCIAL POSITION

June 30, 2016 and 2015

<b>ASSETS</b>		2016	2015
		(Audited)	(Reviewed)
<b>CURRENT ASSETS</b>			
Cash		\$ 37,570	\$ 25,085
Investments		924,520	830,739
Accounts receivable, net of allowance for doubtful accounts 2016 and 2015 \$32,000		153,404	96,874
<i>Total current assets</i>		<u>1,115,494</u>	<u>952,698</u>
<b>PROPERTY AND EQUIPMENT</b>			
Condominium		496,515	496,515
Equipment and furniture		150,665	150,665
Building improvements		317,890	317,890
		<u>965,070</u>	<u>965,070</u>
Less accumulated depreciation		440,900	411,303
<i>Total property and equipment, net</i>		<u>524,170</u>	<u>553,767</u>
<b>OTHER ASSETS</b>			
Security deposit		1,860	1,860
<i>Total assets</i>		<u>\$ 1,641,524</u>	<u>\$ 1,508,325</u>
<b>LIABILITIES AND NET ASSETS</b>			
		2016	2015
<b>CURRENT LIABILITIES</b>			
Accounts payable		\$ 19,980	\$ 13,033
Agency deposits		9,280	11,444
Payroll liabilities		27,230	27,066
Prepaid dental services		25,366	38,039
Accrued vacation payable		7,193	7,599
<i>Total current liabilities</i>		<u>89,049</u>	<u>97,181</u>
<b>LONG-TERM LIABILITIES</b>			
Deferred compensation		75,000	37,500
<b>UNRESTRICTED NET ASSETS</b>		<u>1,477,475</u>	<u>1,373,644</u>
<i>Total liabilities and net assets</i>		<u>\$ 1,641,524</u>	<u>\$ 1,508,325</u>

DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC.

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

Years Ended June 30, 2016 and 2015

	2016 (Audited)	2015 (Reviewed)
<b>OPERATING ACTIVITIES:</b>		
Support:		
Cheshire Medical Center Grant	\$ 50,000	\$ 50,000
State grant	28,472	25,624
Donations	6,000	5,000
<i>Total support</i>	<u>84,472</u>	<u>80,624</u>
Program revenue:		
Client fees	1,004,024	887,771
Medicaid revenue	293,622	172,346
Agency revenue	33,444	25,541
Cheshire Smiles	1,388	1,070
<i>Total program revenue</i>	<u>1,332,478</u>	<u>1,086,728</u>
<i>Total support and program revenue</i>	<u>1,416,950</u>	<u>1,167,352</u>
Expenses:		
Program services:		
Dental services	1,120,048	939,906
Cheshire Smiles	65,278	66,063
Support services:		
General and administrative	128,483	108,457
<i>Total expenses</i>	<u>1,313,809</u>	<u>1,114,426</u>
<i>Income from operations</i>	103,141	52,926
<b>INTEREST INCOME</b>	690	2,189
<i>Increase in net assets</i>	<u>103,831</u>	<u>55,115</u>
Net assets, beginning of year	<u>1,373,644</u>	<u>1,318,529</u>
<i>Net assets, end of year</i>	<u><u>\$ 1,477,475</u></u>	<u><u>\$ 1,373,644</u></u>

DENTAL HEALTHWORKS OF CHESHIRE COUNTY, INC.

STATEMENTS OF FUNCTIONAL EXPENSES  
Years Ended June 30, 2016 and 2015

	2016 (Audited)				2015 (Reviewed)			
	Dental Services	Cheshire Smiles	General and Administrative	Total	Dental Services	Cheshire Smiles	General and Administrative	Total
Personnel:								
Salaries and wages	\$ 712,571	\$ 48,964	\$ 79,175	\$ 840,710	\$ 566,786	\$ 48,964	\$ 62,976	\$ 678,726
Payroll taxes	40,970	5,121	5,121	51,212	31,567	3,946	3,946	39,459
Employee benefits	96,284	-	16,991	113,275	93,666	-	16,529	110,195
Temporary help	-	1,985	-	1,985	-	6,025	-	6,025
Workers compensation	2,758	-	690	3,448	2,745	-	686	3,431
<i>Total personnel</i>	852,583	56,070	101,977	1,010,630	694,764	58,935	84,137	837,836
Dental supplies	84,067	6,328	-	90,395	69,521	4,882	-	74,403
Dental lab expense	57,598	-	-	57,598	44,047	-	-	44,047
Depreciation	26,637	-	2,960	29,597	25,836	-	2,871	28,707
Equipment expense and leases	17,012	-	1,890	18,902	15,659	-	1,740	17,399
Real estate taxes	12,976	-	1,442	14,418	12,741	-	1,416	14,157
Utilities	12,684	-	1,409	14,093	13,787	-	1,533	15,320
Condo association fees	9,359	-	1,040	10,399	8,475	-	942	9,417
Professional fees	-	-	9,409	9,409	-	-	10,420	10,420
Extern expense	7,833	-	-	7,833	10,112	-	-	10,112
Maintenance and janitorial expense	6,143	-	683	6,826	9,624	-	1,069	10,693
Miscellaneous expense	1,916	-	4,470	6,386	774	-	1,805	2,579
Continuing education	5,154	910	-	6,064	3,798	660	-	4,458
Insurance	5,267	-	585	5,852	4,514	-	502	5,016
Community education	4,747	48	-	4,795	2,400	32	-	2,432
Office supplies	3,262	-	815	4,077	3,026	-	757	3,783
Bank and credit card fees	3,953	-	-	3,953	4,357	-	-	4,357
Postage and delivery	3,307	-	367	3,674	2,885	-	321	3,206
Licenses and permits	3,017	-	-	3,017	3,979	-	-	3,979
Facility expense	2,533	-	281	2,814	607	-	67	674
Travel	-	1,922	-	1,922	-	1,554	-	1,554
Payroll fees	-	-	1,155	1,155	-	-	877	877
Bad debt expense	-	-	-	-	9,000	-	-	9,000
<i>Total</i>	\$ 1,120,048	\$ 65,278	\$ 128,483	\$ 1,313,809	\$ 939,906	\$ 66,063	\$ 108,457	\$ 1,114,426

DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC.

STATEMENTS OF CASH FLOWS  
 Years Ended June 30, 2016 and 2015

	2016 (Audited)	2015 (Reviewed)
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase in net assets	\$ 103,831	\$ 55,115
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation	29,597	28,707
Bad debt expense	-	9,000
(Increase) decrease in accounts receivable	(56,530)	(50,960)
Increase (decrease) in accounts payable	6,947	3,853
Increase (decrease) in agency deposits	(2,164)	11,444
Increase (decrease) in payroll liabilities	164	27,066
Increase (decrease) in prepaid dental services	(12,673)	3,818
Increase (decrease) in deferred compensation	37,500	37,500
Increase (decrease) in accrued vacation payable	(406)	(12,249)
	<hr/>	<hr/>
<i>Net cash provided by operating activities</i>	<b>106,266</b>	<b>113,294</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of investments	(93,781)	(121,752)
Purchase of property and equipment	-	(4,856)
	<hr/>	<hr/>
<i>Net cash used in investing activities</i>	<b>(93,781)</b>	<b>(126,608)</b>
<i>Net increase (decrease) in cash</i>	12,485	(13,314)
Cash, beginning of year	<hr/>	<hr/>
	<b>25,085</b>	<b>38,399</b>
<i>Cash, end of year</i>	<hr/> <b>\$ 37,570</b> <hr/>	<hr/> <b>\$ 25,085</b> <hr/>

# DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC.

## NOTES TO FINANCIAL STATEMENTS

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### *Note 1. Nature of Activities*

Dental Health Works of Cheshire County, Inc. ("the Organization"), is a not-for-profit community-based dental health organization providing comprehensive dental care and education to residents of Cheshire County, New Hampshire. In addition to providing comprehensive dental care and education to patients, the Organization has agreements with various health and human service agencies within Cheshire County to provide reduced fee services for individuals referred through these agencies. The Organization also serves as a field placement site for dental students to receive clinical experience. Patients treated by the dental students are those who are unable to pay for services and receive free care. The Organization provides the clinical experience free of charge to the dental students, including covering the cost of housing and supervision of the students.

### *Note 2. Significant Accounting Policies*

**Basis of accounting:** The financial statements of the Organization have been prepared on the accrual basis of accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

**Estimates and assumptions:** 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 financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

**Basis of presentation:** The Organization reports investments at fair value in accordance with the FASB Accounting Standards Codification topic for accounting for certain investments held by not-for-profit organizations (FASB ASC 958-320).

The Organization accounts for contributions received in accordance with the FASB Accounting Standards Codification topic for revenue recognition (FASB ASC 958-605) and contributions made in accordance with FASB ASC 958-720-25 and FASB ASC 958-310. In accordance with FASB ASC 958-605-25, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, FASB ASC 958-310 requires that unconditional promises to give (pledges) be recorded as receivables and recognized as revenues.

The Organization adheres to the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, 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. Descriptions of the three net asset categories are as follows:

Unrestricted net assets are comprised of revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions.

(continued on next page)

## DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC.

### NOTES TO FINANCIAL STATEMENTS

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Temporarily restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. There were no temporarily restricted net assets at June 30, 2016 and 2015.

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization, and only the income or a portion thereof be made available for program operations in accordance with donor restrictions. There were no permanently restricted net assets at June 30, 2016 and 2015.

**Public support/revenue recognition:** Grants awarded are recognized ratably over the grant period as services are rendered or costs are incurred.

**Functional allocation of expenses:** The Organization allocates expenses on a functional basis among three categories: Dental Services, Cheshire Smiles, and General and Administrative. Most expenses are allocated using a percentage base. The percentage is based on estimates made by the Organization's management.

**Income taxes:** The Organization is a not-for-profit organization exempt under Section 501(c)(3) of the Internal Revenue Code; however, certain unrelated business income is subject to federal taxation. For the years ended June 30, 2016 and 2015, there was no liability for a tax on unrelated business income.

The Organization has adopted the provisions of FASB ASC 740, Accounting for Uncertainty in Income Taxes. Accordingly, management has evaluated the Organization's tax positions and concluded the Organization had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2013.

**Charity care:** The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The cost is estimated by utilizing a ratio of cost to gross charges applied to the uncompensated charges associated with providing charity care. The cost of charity care provided for the years ended June 30, 2016 and 2015 was approximately \$466,000 and \$280,000, respectively.

**Cash and cash equivalents:** For purposes of reporting cash flows, the Organization considers all temporary investments purchased with a maturity of three months or less to be cash equivalents. The Organization had no cash equivalents at June 30, 2016.

**Accounts receivable:** The Organization provides an allowance for doubtful accounts equal to the estimated collection losses that will be incurred in collection of all receivables. The estimated losses are based on management's evaluation of the outstanding receivables at the end of the fiscal year. As of June 30, 2016 and 2015, the allowance for doubtful accounts amounted to \$32,000.

**Investments:** The Organization carries investments at their fair values in the statements of financial position. Investments consist of certificates of deposit and a federated government sweep fund.

(continued on next page)

DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC.

NOTES TO FINANCIAL STATEMENTS

**Property and equipment:** Property and equipment is stated at cost as of the date of acquisition or fair value as of the date of receipt in the case of a gift. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowances, and any gain or loss is recognized. Provision for depreciation is made using the straight-line method by annual charges calculated to absorb the costs over the following estimated useful lives:

	Years
Condominium .....	39
Building improvements .....	20
Equipment and furniture .....	5

**Compensated absences:** The Organization provides its full-time employees, depending on length of service and job classification, paid vacation and other personal time. Vacation days must be taken in the year earned, except for a limited carryover to the following year. Sick leave days may be carried over but may be used in very limited circumstances and are not accrued.

**Advertising expense:** The Organization follows the policy of charging the costs of advertising to expense as incurred. Advertising expense for the years ended June 30, 2016 and 2015 amounted to \$1,685 and \$254, respectively.

**Note 3. Investments**

Investments at June 30, reported at fair market value, consisted of the following:

	2016	2015
Certificates of deposit	\$ 306,030	\$ 305,418
U.S. government money market fund	618,490	525,321
<i>Total</i>	\$ 924,520	\$ 830,739

**Note 4. Concentration of Credit Risk**

The Organization maintains all cash balances at one financial institution and are federally insured through the use of a sweep account that distributes balances among various banks to ensure proper coverage.

**Note 5. Retirement Plans**

The Organization maintains a qualified retirement plan with a wage deferral component. The plan allows elective deferrals by all employees meeting the minimum age and length of service requirements, with the Organization providing a match to employee contributions. In addition, the Organization can make a discretionary profit sharing contribution which is determined annually by the Board of Directors. The Organization's matching and discretionary contributions were \$59,589 and \$56,031 for the years ended June 30, 2016 and 2015, respectively.

DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC.

NOTES TO FINANCIAL STATEMENTS

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*Note 6. Fair Value Measurements*

The Fair Value Measurements topic of the FASB Accounting Standards Codification (FASB ASC 820-10) defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles and expands disclosures about fair-value measurements. FASB ASC 820-10 is effective for all financial and non-financial assets and liabilities and any other assets and liabilities that are recognized or disclosed at fair value on a recurring basis.

In addition to defining fair value, FASB ASC 820-10 expands the disclosure requirements around fair value and establishes a fair value hierarchy for valuation inputs. The hierarchy prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Each fair value measurement is reported in one of the three levels which are determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

- Level 1 - inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at level 1 fair value generally are securities listed in active markets, certificates of deposit and certain money market accounts. The Organization has valued its investments, listed on national exchanges at the last sales price as of the day of valuation.
- Level 2 - inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 - inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models, and similar techniques.

The inputs or methodology used for valuing investments are not necessarily an indication of the risk associated with investing in those investments.

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2016:

	<b>Level 1</b>
Certificates of deposit	\$ 306,030
U.S. government money market fund	618,490
<i>Total</i>	<u><u>\$ 924,520</u></u>

*(continued on next page)*

DENTAL HEALTH WORKS OF CHESHIRE COUNTY, INC.

NOTES TO FINANCIAL STATEMENTS

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Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2015:

	Level 1
Certificates of deposit	\$ 305,418
U.S. government money market fund	525,321
<i>Total</i>	<u>\$ 830,739</u>

**Note 7. Donations**

Donations consist of the following:

	2016	2015
Community benefit from Cheshire Medical	\$ 5,000	\$ 5,000
Cheshire smiles donation	1,000	-
<i>Total</i>	<u>\$ 6,000</u>	<u>\$ 5,000</u>

**Note 8. Deferred Compensation**

During the fiscal year ended June 30, 2015 the Organization established a Section 457(f) Supplemental Retirement Plan for the Executive Director. As of June 30, 2016, the deferred compensation liability amounted to \$75,000.

**Note 9. Subsequent Events**

The Organization has evaluated subsequent events through December 19, 2016 the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2016.

**Note 10. Reclassification**

Certain financial statement items for June 30, 2015 have been reclassified to conform to the June 30, 2016 financial statement presentation. Net assets and changes in net assets remain unchanged due to these reclassifications.

**Note 11. Restatement of Prior Period**

During the year ended June 30, 2016, it was determined that the deferred compensation liability for the year ended June 30, 2015 was not properly reported in the financial statements. The financial statements for the year ended June 30, 2015 have been adjusted to record the deferred compensation, which increased the deferred compensation liability on the statement of financial position by \$37,500, and increased salaries and wages in the statement of activities and changes in net assets by \$37,500.

Dental Health Works  
Board of Directors 2016-2017

Name	Credentials
Jonathan Blais, President	CPA
Rhonda Lake	RDH
Lance Miller, Vice President	DDS, MS Orthodontist
Renee Morrison, Secretary	Dental Hygienist
Eileen Fernandes	Manager CMC/DHK
Birgitte Hastings	DMD
Sandra Clark	Director of Facilities, Assets, & Maintenance
MaryAnn Boynton	RN
Liz Sayre	City of Keene
Erin Meenan	Attorney
Cindy Rodenhauser Stewart	Director of Institutional Advancement
Brian Donovan, Treasurer	V.P. Commercial Lending
Eric Goodman	Pediatric NP
Steve Hoffman	DMD, Executive Director

***Ann E. Mahoney, RDH***

**EDUCATION:**

1975-1977

Forsyth School for Dental Hygienists, Boston MA  
Certificate in Dental Hygiene  
Northeastern University, Boston MA  
Associate of Science Degree

**EMPLOYMENT:**

2000-Present

Registered Dental Hygienist  
Cheshire Smiles (school based dental program)  
Dental Health Works, Keene, NH  
In addition to office administration of the program, duties include screenings, school fluoride programs, classroom education, set up and breakdown of portable equipment, dental prophylaxes (including oral hygiene instruction, sealants, fluoride), and referrals.

1980-2000:

Registered Dental Hygienist  
Dr. Donald Metivier, Keene, NH  
(full time)  
Drs. Thomas and Brigitte Hastings, Keene, NH  
(per diem)

1980-1982:

Registered Dental Hygienist  
Dr. William Wellman, Keene, NH

1978-1980:

Registered Dental Hygienist  
Dr. James Kane and Dr. David Tesini  
Natick, MA (pedodontic/orthodontic practice)  
Dr. Gregory Paskarian, Framingham, MA  
Drs. Paul and Joseph Spinalli, Framingham, MA  
Dr. Robert McGuane, Wellesley Hills, MA

**PROFESSIONAL AFFILIATIONS:**

**MEMBERSHIPS:**

American Dental Hygienists' Association  
New Hampshire Dental Hygienists' Association  
New Hampshire Dental Society-Allied Member

**CERTIFICATION:**

Basic Life Support for Healthcare Providers

i E. Mahoney

**COMMUNITY AND VOLUNTEER SERVICE:**

Cheshire Dental Public Health Task Force  
St. Margaret Mary Church-Eucharistic Minister  
Bereavement Committee  
Keene Community Kitchen volunteer

Previous volunteer service:

Secretary and treasurer of the Greater Southwestern Component of the  
New Hampshire Dental Hygienists' Association

Cheshire Smiles Dental Screenings, Sealant Days and Community Health Fair

Jonathan Daniels Elementary School – room parent, chaperone, PTA member

Keene High School - Baseball and Basketball (treasurer) Booster Club member

St. Margaret Mary Church: CCD instructor



**STATE OF NEW HAMPSHIRE**  
**OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION**  
**BOARD OF DENTAL EXAMINERS**

**ANN ELIZABETH MAHONEY, RDH**

**Active License #:** 00948  
**Issued:** October 3, 1980  
**Expires:** April 30, 2019

RSA 317-A:13, III License Renewal, states all persons licensed to practice dentistry or dental hygiene in this state shall notify the board in writing within 10 days of any change of business or residential address which may occur during the period between biennial registrations.

*Charles E. Albee DMD*

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Board President

# Marcia Renee Levesque

**SKILLS SUMMARY:** I have practiced Dental Hygiene for the past 25 years in a variety of settings. I have vast experience with organizing community events and helping start programs to help those in need. I am an active volunteer in my community with a special interest in working with children.

## **WORK EXPERIENCE:**

### **Dental Health Works** – 2003 – present

Keene, NH  
Dental Hygienist

Provide preventative dental hygiene services in a public health setting. We serve a widely varied group of patients from the Medicaid program, local social agencies, and private pay.

### **Cheshire Smiles** - 2013 – present

Keene, NH  
Certified Public Health Dental Hygienist

Serve 27 schools in Cheshire County, providing dental education and preventative services. We communicate with parents and local dentists, arranging for restorative care and establishing a dental home.

### **WIC Pay for Prevention** – May 2014 – present

Keene, NH  
Certified Public Health Dental Hygienist

A grant funded program that serves pregnant women and children up to age five, offering education, anticipatory guidance, preventative services (fluoride application, sealants, Silver Diamine Fluoride and temporary fillings) and dental referrals. Services are delivered at the WIC site in Keene.

### **Dr. James Henderson, DDS** – 1993 – 2002

Keene, NH  
Dental Hygienist

Provided preventative services to patients, in a team-oriented practice with a strong emphasis on optimal care for lasting oral health.

### **Court Street Veterinary Hospital** – 1986-1991

Keene, NH  
Head Technician

Responsible for organizing work day for a busy practice, assisted in treatment and maintenance of hospitalized patients, and maintained ordering system.

**EDUCATION:**

**New Hampshire Board of Dental Examiners** – 2014 – 2016

Concord, NH

Completed classes for Certified Public Health Dental Hygienist status

**New Hampshire Technical Institute** – 1990 – 1992

Concord, NH

Associate of Science, Major – Dental Hygiene

**Vermont Technical College** – 1983 – 1985

Randolph, VT

Associates of Science, Major – Animal Technology

**PROFESSIONAL AND COMMUNITY ACTIVITIES:**

**Marlow School Board** – 2009 – present

**Marlow Food Pantry** – 2008 – present

Started program and organized monthly collection and distribution to families in need in the Marlow community.

**Marlow United Methodist Church** – Active in church community serving in the choir and organize a holiday craft fair that supplies funding for the women's fellowship yearly charitable giving.

**REFERENCES:** Available on request.

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Dental Health Works of Cheshire County, Inc.

Name of Contract: Statewide Community and School-Based Oral Health Services

<b>BUDGET PERIOD:</b>		<b>SFY 18</b>		
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Ann Mahoney, RDH	Registered Dental Hygenist	\$57,283	33.00%	\$18,903
Marcia Levesque, CPHDH	Registered Dental Hygenist	\$21,840	30.77%	\$6,721
		\$0	0.00%	\$0
		\$0	0.00%	\$0
		\$0	0.00%	\$0
		\$0	0.00%	\$0
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$25,624</b>



Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 DD Access: 1-800-735-2964



G&C APPROVED  
Date: 6/10/15  
Item #12

May 5, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$173,192, from \$173,192 to \$346,384, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Dental Health Works of Cheshire County, Inc.	Keene	\$108,192
Greater Nashua Dental Connection, Inc.	Nashua	\$142,400
Manchester Health Department	Manchester	\$95,792
<b>TOTAL:</b>		<b>\$346,384</b>

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.

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

**See attachment for financial details**

### EXPLANATION

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are three of a total fifteen contracts awarded as the result of a competitive bid process. Ten originally awarded contracts were previously submitted to the Governor and Executive Council under a separate request. Two remaining contracts will be submitted in the coming weeks. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 5, 2015  
Page 3 of 3

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

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

Area served: Statewide.

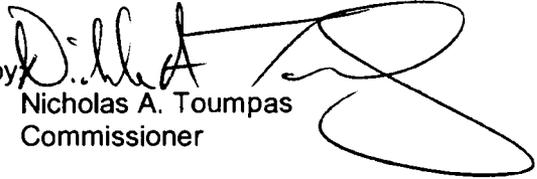
Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

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

Respectfully submitted,



Marcella Jordan Bobinsky  
Acting Director

Approved by   
Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

<b>Dental Health Works of Cheshire County, Inc. (Vendor #1679280-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$28,472	\$ 0	\$28,472
2015	\$25,624	\$ 0	\$25,624
2016	\$ 0	\$28,472	\$28,472
2017	\$ 0	\$25,624	\$25,624
<b>Subtotal</b>	<b>\$54,096</b>	<b>\$54,096</b>	<b>\$108,192</b>

<b>Greater Nashua Dental Connection, Inc. (Vendor #158470-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Manchester Health Department (Vendor #177433-B009)</b>			
<b>Class/Object: 102-500731 Service Provided: Community-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>TOTAL</b>	<b>\$173,192</b>	<b>\$173,192</b>	<b>\$346,384</b>
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 Dental Health Works of Cheshire County, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 69 Island Street, Suite 5, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, (Item #48), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$108,192
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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,

5/7/15  
Date

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

3-23-15  
Date

Dental Health Works of Cheshire County, Inc.  
Stephen F. Hoffman  
NAME / Stephen F. Hoffman DMD  
TITLE / Executive Director

Acknowledgement:  
State of New Hampshire County of Cheshire on March 23 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

JONATHAN D. BLAIS, Notary Public  
My Commission Expires May 9, 2017

Contractor Initials: SM  
Date: 3-23-15

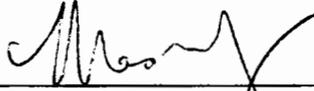
New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 5/15/15

  
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: \_\_\_\_\_

Contractor Initials: SM  
Date: 3/23/15



## Scope of Services

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

#### 1. General Provisions

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

##### 1.1. Numbers Served

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

##### 1.2. Eligibility and Income Determination

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

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

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

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

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

##### 1.4. Oral health care services for the targeted population(s) shall include:

1.4.1. risk assessment;

1.4.2. oral health education;

1.4.3. oral screening;

1.4.4. early diagnosis of oral diseases;

1.4.5. preventive care focused on age appropriate dental sealants, Interim Therapeutic Restorations (ITRs) placed by a Certified Public Health Dental Hygienist, and fluoride varnish application;

1.4.6. care coordination that links children to restorative treatment and disease management in a "dental home".

##### 1.5. Relevant Policies and Guidelines

The school-based oral health program shall:

1.5.1. Require no fee for any Medicaid client.

1.5.2. Assist eligible families with Medicaid enrollment directly or through referral.

1.5.3. Become a Medicaid provider for qualified clients.

*SN*

3/23/15



Exhibit A Amendment #1

- 1.5.4. Provide a sliding fee scale for children from families without Medicaid or private dental insurance.
- 1.5.5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
- 1.5.6. Direct resources to evidence-based interventions.
- 1.5.7. Explore and secure future funding sources.

**1.6. 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:

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

**1.7. 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:

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

**1.8. Publications Funded Under Contract**

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

*SC*  
3/23/15



Exhibit A Amendment #1

**1.9. Subcontractors**

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

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

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

- 2.1.1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
- 2.1.2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
- 2.1.3. Oral health educational presentations by health professionals to individual students at chairside or to groups in a classroom setting as part of a health care curriculum.
- 2.1.4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
- 2.1.5. A preventive dental program, that shall at minimum include the requirements of 1.4.5 above, for children through a school-based program that assesses risk of dental disease and tooth eruption.
- 2.1.6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for children without an established dental provider.
- 2.1.7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
- 2.1.8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

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

**2.2. Staffing Provisions**

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

*SN*

*3/23/15*



Exhibit A Amendment #1

**2.3. Staffing Changes**

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

**2.4. Coordination of Services**

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

**2.5. Meetings and Trainings**

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

**3. Quality or Performance Improvement**

**3.1. Work plans**

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

*Sc*

*3/23/15*



Exhibit A Amendment #1

**3.2. Data and Reporting Requirements**

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

- 3.2.1. Work plans and work plan outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
- 3.2.2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade target population.
- 3.2.3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
- 3.2.4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
- 3.2.5. An annual summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

**3.3. On-Site Reviews**

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

**3.4. Performance Measures**

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

- 3.4.1. School-Based Performance Measures:
  - A minimum of 60% of 2nd and 3rd grade students returning consent forms
  - A minimum of 300 2nd and 3rd grade students shall receive oral screenings
  - Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
  - Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
  - 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
  - Percent of all 2nd and 3rd grade students screened with a history of decay

*SN*  
Date 3/23/15



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## Method and Conditions Precedent to Payment

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$28,472 in SFY 2016 and \$25,624 in SFY 2017 for oral health initiatives, for a total amount of \$54,096.
  - b. Funding is available as follows:
    - \$24,181 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$29,915 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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.

*SW*  
3/23/15



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**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

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3/23/15



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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3/23/15



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.

*SN*

*3/23/15*

7/10/13 # 48 SW



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



June 18, 2013

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

44.7% federal  
55.3% state

**REQUESTED ACTION**

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

Summary of contracted amounts by vendor:

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

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

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

See attachment for financial details

### EXPLANATION

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

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

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 18, 2013  
Page 3 of 3

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

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

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

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

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

Area served: Statewide.

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

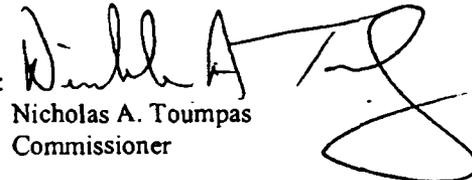
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST
	\$ 50,000.00	\$ 18,077.00	\$ 68,077.00
	\$ 50,000.00	\$ 18,077.00	\$ 68,077.00
	\$ 100,000.00	\$ 35,154.00	\$ 135,154.00
BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 36,100.00	\$ 23,500.00	\$ 59,600.00
	\$ 35,100.00	\$ 23,500.00	\$ 58,600.00
	\$ 71,200.00	\$ 47,000.00	\$ 118,200.00

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

Program Name Oral Health Program

Contract Purpose Access to prevention and restorative dental treatment

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

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

BUDGET REQUEST	Year 01	Year 02
	\$ 85,263.00	\$ 18,077.00
	\$ 88,085.00	\$ 18,077.00
TOTAL BUDGET REQUEST	\$ 173,348.00	\$ 36,154.00
BUDGET AWARDED		
Year 01	\$ 22,808.00	\$ 22,808.00
Year 02	\$ 25,088.00	\$ 25,088.00
TOTAL BUDGET AWARDED	\$ 47,896.00	\$ 47,896.00

	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
TOTAL BUDGET REQUEST	\$ 80,000.00	\$ 100,000.00	\$ 42,000.00	\$ 80,544.00
BUDGET AWARDED				
Year 01	\$ 24,074.00	\$ 22,808.00	\$ -	\$ 22,952.00
Year 02	\$ 21,667.00	\$ 25,088.00	\$ -	\$ 25,248.00
TOTAL BUDGET AWARDED	\$ 45,741.00	\$ 47,896.00	\$ -	\$ 48,200.00

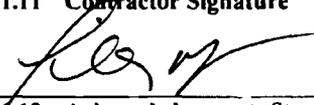
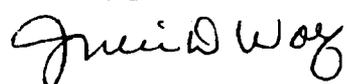
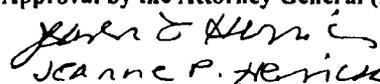
Subject: School-based oral health services will be provided to students in Cheshire County.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Dental Health Works of Cheshire County, Inc.		<b>1.4 Contractor Address</b> 69 Island Street, Suite 5 Keene, NH 03431	
<b>1.5 Contractor Phone Number</b> (603) 358-6624	<b>1.6 Account Number</b> 05-95-90-902010-4527-102-500731	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$54,096
<b>1.9 Contracting Officer for State Agency</b> Lisa L. Bujno, MSN, APRN Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Eileen Fernandes, President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Cheshire</u> On <u>4/9/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Julie D Wolf, Notary Commission Expires 2/6/18			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Lisa L. Bujno, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Jeanne P. Herick, Attorney On: 19 Jul. 2013			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: EF  
Date: 4/9/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #93, and subsequently amended on May 6, 2015, Item #16, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

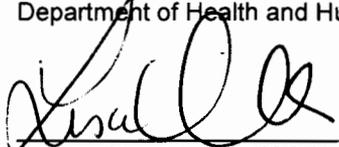
1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$35,100 from \$142,400 to read: \$177,500.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.

**New Hampshire Department of Health and Human Services**  
**Statewide Community and School-Based Oral Health 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,

6/20/17  
Date

State of New Hampshire  
Department of Health and Human Services  
  
Name: Lisa Morris, MSSW  
Title: Director

Easter Seals New Hampshire, Inc

6/19/17  
Date

  
Name: Elin Treanor  
Title: CFO

**Acknowledgement of Contractor's signature:**

State of New Hampshire, County of Hillsborough on 6/19/17, before the undersigned officer, personally appeared the person identified directly 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

**CYNTHIA ROSS, Notary Public**  
**My Commission Expires March 12, 2019**

Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_

**New Hampshire Department of Health and Human Services**  
**Statewide Community and School-Based Oral Health Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 6/27/17

  
Name: Megan D. Yash  
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 SFY 2018

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

**Bidder/Contractor Name:** Easter Seals New Hampshire

**Statewide Community and School Based Oral  
Budget Request for:** Health Services  
*(Name of RFP)*

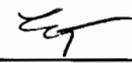
**Budget Period:** SFY 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 27,315.00	\$ -	\$ 27,315.00	
2. Employee Benefits	\$ 7,785.00	\$ -	\$ 7,785.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 35,100.00</b>	<b>\$ -</b>	<b>\$ 35,100.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 Budget SFY 2018

Contractor Initials: 

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61290



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Betty Burke, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Easter Seals New Hampshire, 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 April 12, 2017:  
(Date)

**RESOLVED:** That the Chief Financial Officer  
(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 19th day of June, 2017.  
(Date Contract Signed)

4. Elin Treanor is the duly elected Chief Financial Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke  
(Signature of the Elected Officer)

STATE OF NH

County of Hillsborough

The forgoing instrument was acknowledged before me this 19th day of June, 2017,

By Betty Burke  
(Name of Elected Officer of the Agency)

Cynthia Ross  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_  
**CYNTHIA ROSS, Notary Public**  
**My Commission Expires March 12, 2019**

Client#: 497072

EASTESEA7

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/23/2016

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).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Philadelphia Insurance Company	NAIC # 23850
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab <input checked="" type="checkbox"/> Host Liquor Liab GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK1540533	09/01/2016	09/01/2017	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    \$3,000,000 PRODUCTS - COMP/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			PHPK1540533	09/01/2016	09/01/2017	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			PHUB553571	09/01/2016	09/01/2017	EACH OCCURRENCE    \$15,000,000 AGGREGATE    \$15,000,000 \$ PER STATUTE <input type="checkbox"/> <input type="checkbox"/> OTH ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT    \$ E.L. DISEASE - EA EMPLOYEE    \$ E.L. DISEASE POLICY LIMIT    \$
A	EDP			PHPK1540533	09/01/2016	09/01/2017	\$2,219,050 \$500 Deductible Special Form Incl Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Supplemental Names\*: Easter Seals ME, Inc., STS, Inc., Agency Realty, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., -The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

**CERTIFICATE HOLDER**

**CANCELLATION**

State of NH Dept. of Health & Human Services Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.  
Re: 14 Dolphin Circle, Nashua, NH



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2016

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).

<b>PRODUCER</b> Hays Companies 133 Federal Street, 2nd Floor  Boston MA 02110 INSURED Easter Seals New Hampshire, Inc 555 Auburn Street  Manchester NH 03103		<b>CONTACT NAME:</b> Moira Crosby <b>PHONE (A/C No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> mcrosby@hayscompanies.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The North River Insurance Company	<b>NAIC #</b> 21105
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 17-18 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					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"/> RETENTIONS \$					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/A	406-726090 2	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE EA EMPLOYEE \$ 1,000,000 E.L DISEASE POLICY LIMIT \$ 1,000,000

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

Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

State of NH  
 Dept. of Health & Human Services  
 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

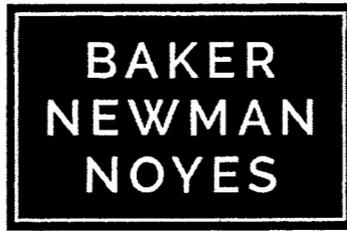
James Hays/MCROSB

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## **Mission:**

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



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

Consolidated Financial Statements and  
Other Financial Information

*Years Ended August 31, 2016 and 2015  
With Independent Auditors' Report*

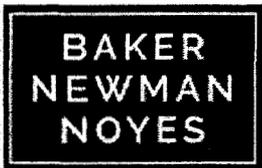
**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS AND  
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2016 and 2015

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## INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2016 and 2015, and the related consolidated statements of activities and changes in net assets, 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 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 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 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.

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

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2016 and 2015, and the 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 Matters***

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. 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.

As discussed in note 1, effective August 31, 2016, Easter Seals NH transferred its sole member interest in Easter Seals Rhode Island, Inc. to Fedcap Rehabilitation Services, Inc. As a result, these consolidated financial statements do not include the financial position of Easter Seals Rhode Island, Inc. at August 31, 2016, while the results of operations of Easter Seals Rhode Island, Inc. are included for the year then ended.

Also, as discussed in note 1, effective August 31, 2015, Easter Seals NH transferred its sole member interest in Easter Seals New York, Inc. to Fedcap Rehabilitation Services, Inc. As a result, these consolidated financial statements do not include the financial position of Easter Seals New York, Inc. at August 31, 2015, while the results of operations of Easter Seals New York, Inc. are included for the year then ended.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 12, 2016 on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' 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 Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

*Baker Newman & Noyes LLC*

Manchester, New Hampshire  
December 12, 2016

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

August 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 1,695,042	\$ 5,615,095
Accounts receivable from affiliate	-	98,710
Program and other accounts receivable, less contractual allowance of \$7,372,700 in 2016 and \$1,896,800 in 2015, and allowance for doubtful accounts of \$1,510,600 in 2016 and \$936,400 in 2015	9,410,725	7,114,280
Contributions receivable, less allowance for doubtful accounts of \$75,100 in 2016 and \$26,500 in 2015	880,711	605,256
Current portion of assets limited as to use	330,085	315,065
Prepaid expenses and other current assets	<u>463,883</u>	<u>1,214,353</u>
Total current assets	12,780,446	14,962,759
Assets limited as to use, net of current portion	1,191,998	1,009,131
Fixed assets, net	26,371,886	22,946,025
Property held for sale	252,645	1,081,662
Bond issuance costs, net	56,073	59,145
Investments, at fair value	14,148,438	12,255,793
Beneficial interest in trusts held by others and other assets	<u>254,271</u>	<u>356,459</u>
	<u>\$55,055,757</u>	<u>\$52,670,974</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Lines of credit	\$ -	\$ 262,356
Accounts payable	2,002,382	1,879,211
Accrued expenses	4,912,838	4,162,793
Current portion of deferred revenue	781,321	1,131,777
Current portion of capital lease obligation	60,617	58,886
Current portion of interest rate swap agreements	401,859	442,045
Current portion of long-term debt	<u>829,680</u>	<u>745,011</u>
Total current liabilities	8,988,697	8,682,079
Deferred revenue, net of current portion	944,167	971,667
Other liabilities	1,192,090	1,010,108
Capital lease obligation, net of current portion	20,995	81,612
Interest rate swap agreements, less current portion	3,086,120	2,377,922
Long-term debt, less current portion	<u>20,261,367</u>	<u>19,363,038</u>
Total liabilities	34,493,436	32,486,426
Net assets:		
Unrestricted	14,418,915	14,685,373
Temporarily restricted	1,243,906	1,024,433
Permanently restricted	<u>4,899,500</u>	<u>4,474,742</u>
Total net assets	<u>20,562,321</u>	<u>20,184,548</u>
	<u>\$55,055,757</u>	<u>\$52,670,974</u>

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<b>Public support and revenue:</b>				
<b>Public support:</b>				
Contributions, net	\$ 398,559	\$ 1,228,217	\$ 415,485	\$ 2,042,261
Special events, net of related direct costs of \$829,743	292,525	1,356,066	-	1,648,591
Annual campaigns, net of related direct costs of \$147,622	414,544	105,904	-	520,448
Bequests	28,066	-	50,000	78,066
Net assets released from restrictions	<u>2,483,599</u>	<u>(2,483,599)</u>	<u>-</u>	<u>-</u>
<b>Total public support</b>	<b>3,617,293</b>	<b>206,588</b>	<b>465,485</b>	<b>4,289,366</b>
<b>Revenue:</b>				
Fees and grants from governmental agencies, net	50,447,572	-	-	50,447,572
Other fees and grants	20,996,874	-	-	20,996,874
Sales to public	4,446,844	-	-	4,446,844
Dividend and interest income	492,444	2,601	-	495,045
Rental income	26,840	-	-	26,840
Other	<u>699,819</u>	<u>-</u>	<u>-</u>	<u>699,819</u>
<b>Total revenue</b>	<b><u>77,110,393</u></b>	<b><u>2,601</u></b>	<b><u>-</u></b>	<b><u>77,112,994</u></b>
<b>Total public support and revenue</b>	<b>80,727,686</b>	<b>209,189</b>	<b>465,485</b>	<b>81,402,360</b>
<b>Operating expenses:</b>				
<b>Program services:</b>				
Public health education	273,502	-	-	273,502
Professional education	20,607	-	-	20,607
Direct services	<u>70,998,387</u>	<u>-</u>	<u>-</u>	<u>70,998,387</u>
<b>Total program services</b>	<b>71,292,496</b>	<b>-</b>	<b>-</b>	<b>71,292,496</b>
<b>Supporting services:</b>				
Management and general	7,888,590	-	-	7,888,590
Fundraising	<u>1,280,675</u>	<u>-</u>	<u>-</u>	<u>1,280,675</u>
<b>Total supporting services</b>	<b><u>9,169,265</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>9,169,265</u></b>
<b>Total functional expenses</b>	<b>80,461,761</b>	<b>-</b>	<b>-</b>	<b>80,461,761</b>
Support of National programs	<u>37,375</u>	<u>-</u>	<u>-</u>	<u>37,375</u>
<b>Total operating expenses</b>	<b><u>80,499,136</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>80,499,136</u></b>
<b>Increase in net assets from operations</b>	<b>228,550</b>	<b>209,189</b>	<b>465,485</b>	<b>903,224</b>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

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

Year Ended August 31, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (668,012)	\$ -	\$ -	\$ (668,012)
Net unrealized and realized gains on investments	267,616	8,117	-	275,733
Decrease in fair value of beneficial interest in trusts held by others	-	-	(4,967)	(4,967)
Loss on sales and disposals of fixed assets	(11,659)	-	-	(11,659)
Other nonoperating losses	<u>(15,341)</u>	<u>-</u>	<u>-</u>	<u>(15,341)</u>
	<u>(427,396)</u>	<u>8,117</u>	<u>(4,967)</u>	<u>(424,246)</u>
(Decrease) increase in net assets before effects of discontinued operations	(198,846)	217,306	460,518	478,978
(Loss) gain from discontinued operations – see note 13	<u>(34,483)</u>	<u>2,167</u>	<u>-</u>	<u>(32,316)</u>
(Decrease) increase in net assets before effects of deconsolidation of affiliate	(233,329)	219,473	460,518	446,662
Deconsolidation of affiliate – see note 12	<u>(33,129)</u>	<u>-</u>	<u>(35,760)</u>	<u>(68,889)</u>
Total (decrease) increase in net assets	(266,458)	219,473	424,758	377,773
Net assets at beginning of year	<u>14,685,373</u>	<u>1,024,433</u>	<u>4,474,742</u>	<u>20,184,548</u>
Net assets at end of year	<u>\$ 14,418,915</u>	<u>\$ 1,243,906</u>	<u>\$ 4,899,500</u>	<u>\$ 20,562,321</u>

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<b>Public support and revenue:</b>				
<b>Public support:</b>				
Contributions, net	\$ 612,565	\$ 853,731	\$ 14,300	\$ 1,480,596
Special events, net of related direct costs of \$1,047,735	67,806	1,415,710	-	1,483,516
Annual campaigns, net of related direct costs of \$104,418	399,236	32,906	-	432,142
Bequests	492,019	-	-	492,019
Net assets released from restrictions	<u>1,998,486</u>	<u>(1,998,486)</u>	<u>-</u>	<u>-</u>
<b>Total public support</b>	<b>3,570,112</b>	<b>303,861</b>	<b>14,300</b>	<b>3,888,273</b>
<b>Revenue:</b>				
Fees and grants from governmental agencies, net	71,965,474	-	-	71,965,474
Other fees and grants	24,111,552	-	-	24,111,552
Sales to public	4,375,698	-	-	4,375,698
Dividend and interest income	391,263	11,569	-	402,832
Rental income	33,929	-	-	33,929
Other	<u>124,778</u>	<u>-</u>	<u>-</u>	<u>124,778</u>
<b>Total revenue</b>	<b><u>101,002,694</u></b>	<b><u>11,569</u></b>	<b><u>-</u></b>	<b><u>101,014,263</u></b>
<b>Total public support and revenue</b>	<b>104,572,806</b>	<b>315,430</b>	<b>14,300</b>	<b>104,902,536</b>
<b>Operating expenses:</b>				
<b>Program services:</b>				
Public health education	410,886	-	-	410,886
Professional education	17,435	-	-	17,435
Direct services	<u>91,613,311</u>	<u>-</u>	<u>-</u>	<u>91,613,311</u>
<b>Total program services</b>	<b>92,041,632</b>	<b>-</b>	<b>-</b>	<b>92,041,632</b>
<b>Supporting services:</b>				
Management and general	9,785,646	-	-	9,785,646
Fundraising	<u>1,808,377</u>	<u>-</u>	<u>-</u>	<u>1,808,377</u>
<b>Total supporting services</b>	<b><u>11,594,023</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>11,594,023</u></b>
<b>Total functional expenses</b>	<b>103,635,655</b>	<b>-</b>	<b>-</b>	<b>103,635,655</b>
Support of National programs	<u>119,969</u>	<u>-</u>	<u>-</u>	<u>119,969</u>
<b>Total operating expenses</b>	<b><u>103,755,624</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>103,755,624</u></b>
<b>Increase in net assets from operations</b>	<b>817,182</b>	<b>315,430</b>	<b>14,300</b>	<b>1,146,912</b>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

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

Year Ended August 31, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (227,568)	\$ —	\$ —	\$ (227,568)
Net unrealized and realized losses on investments	(407,029)	(223)	—	(407,252)
Decrease in fair value of beneficial interest in trusts held by others	—	—	(62,423)	(62,423)
Loss on sales and disposals of fixed assets	(10,248)	—	—	(10,248)
Other nonoperating losses	<u>(128,854)</u>	<u>—</u>	<u>—</u>	<u>(128,854)</u>
	<u>(773,699)</u>	<u>(223)</u>	<u>(62,423)</u>	<u>(836,345)</u>
Increase (decrease) in net assets before effects of discontinued operations	43,483	315,207	(48,123)	310,567
(Loss) gain from discontinued operations – see note 13	<u>(204,672)</u>	<u>588</u>	<u>—</u>	<u>(204,084)</u>
(Decrease) increase in net assets before effects of deconsolidation of affiliate	(161,189)	315,795	(48,123)	106,483
Deconsolidation of affiliate – see note 12	<u>657,225</u>	<u>(236,224)</u>	<u>(501,657)</u>	<u>(80,656)</u>
Total increase (decrease) in net assets	496,036	79,571	(549,780)	25,827
Net assets at beginning of year	<u>14,189,337</u>	<u>944,862</u>	<u>5,024,522</u>	<u>20,158,721</u>
Net assets at end of year	<u>\$ 14,685,373</u>	<u>\$ 1,024,433</u>	<u>\$ 4,474,742</u>	<u>\$ 20,184,548</u>

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2016

	Program Services <sup>(1)</sup>			Supporting Services <sup>(1)</sup>			Total	Total Program <sup>(1)</sup> and Supporting Services Expenses	
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising		2016	2015
Salaries and related expenses	\$ 159,903	—	\$53,446,952	\$53,606,855	\$ 5,358,606	\$ 966,303	\$ 6,324,909	\$ 59,931,764	\$ 77,638,161
Professional fees	60,418	—	6,409,352	6,469,770	1,441,057	147,732	1,588,789	8,058,559	9,914,343
Supplies	2,455	—	1,853,930	1,856,385	70,867	27,027	97,894	1,954,279	2,920,131
Telephone	50	—	435,407	435,457	221,650	4,500	226,150	661,607	811,257
Postage and shipping	2,707	—	28,857	31,564	21,241	9,314	30,555	62,119	94,759
Occupancy	—	—	2,414,393	2,414,393	233,578	49,347	282,925	2,697,318	4,243,657
Outside printing, artwork and media	23,606	—	32,160	55,766	4,815	30,463	35,278	91,044	94,452
Travel	1,205	—	2,182,663	2,183,868	30,664	10,085	40,749	2,224,617	2,492,944
Conventions and meetings	16,492	20,607	137,197	174,296	8,519	21,415	29,934	204,230	372,868
Specific assistance to individuals	—	—	1,157,261	1,157,261	8,324	175	8,499	1,165,760	1,271,150
Dues and subscriptions	175	—	26,933	27,108	7,110	1,961	9,071	36,179	38,579
Minor equipment purchases and equipment rental	—	—	230,386	230,386	78,874	5,743	84,617	315,003	244,346
Ads, fees and miscellaneous	6,227	—	394,751	400,978	137,768	3,701	141,469	542,447	132,440
Interest	—	—	744,076	744,076	165,148	—	165,148	909,224	1,263,111
Facility tax assessment	—	—	—	—	—	—	—	—	226,703
Depreciation and amortization	264	—	1,504,069	1,504,333	100,369	2,909	103,278	1,607,611	1,876,754
	<u>\$273,502</u>	<u>\$20,607</u>	<u>\$70,998,387</u>	<u>\$71,292,496</u>	<u>\$7,888,590</u>	<u>\$1,280,675</u>	<u>\$ 9,169,265</u>	<u>\$ 80,461,761</u>	<u>\$ 103,635,655</u>
	0.34%	0.02%	88.24%	88.60%	9.80%	1.60%	11.40%	100.00%	100.00%

<sup>(1)</sup> Excludes expenses related to discontinued operations — see note 13.

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2015

	Program Services <sup>(1)</sup>			Supporting Services <sup>(1)</sup>			Total	Total Program <sup>(1)</sup> and Supporting Services Expenses
	Public Health Education	Professional Education	Direct Services	Management and General	Fund-Raising	Total		
Salaries and related expenses	\$266,566	\$ -	\$69,238,797	\$6,748,845	\$1,383,953	\$ 8,132,798	\$ 77,638,161	
Professional fees	44,355	-	8,014,027	1,712,094	143,867	1,855,961	9,914,343	
Supplies	5,523	-	2,781,733	70,514	62,361	132,875	2,920,131	
Telephone	2,281	-	566,186	230,608	12,182	242,790	811,257	
Postage and shipping	4,403	-	50,702	32,136	7,518	39,654	94,759	
Occupancy	13,086	-	3,803,408	319,989	107,174	427,163	4,243,657	
Outside printing, artwork and media	29,816	-	33,277	6,881	24,478	31,359	94,452	
Travel	4,503	-	2,413,578	56,187	18,676	74,863	2,492,944	
Conventions and meetings	28,768	17,435	232,396	58,465	35,804	94,269	372,868	
Specific assistance to individuals	30	-	1,259,253	11,748	119	11,867	1,271,150	
Dues and subscriptions	527	-	20,071	14,455	3,526	17,981	38,579	
Minor equipment purchases and equipment rental	205	-	129,087	113,830	1,224	115,054	244,346	
Ads, fees and miscellaneous	10,290	-	102,593	15,093	4,464	19,557	132,440	
Interest	-	-	1,013,647	249,464	-	249,464	1,263,111	
Facility tax assessment	-	-	226,703	-	-	-	226,703	
Depreciation and amortization	533	-	1,727,853	145,337	3,031	148,368	1,876,754	
	<u>\$410,886</u>	<u>\$17,435</u>	<u>\$91,613,311</u>	<u>\$9,785,646</u>	<u>\$1,808,377</u>	<u>\$11,594,023</u>	<u>\$ 103,635,655</u>	
	0.39%	0.02%	88.40%	9.44%	1.75%	11.19%	100.00%	

<sup>(1)</sup> Excludes expenses related to discontinued operations -- see note 13.

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended August 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Increase in net assets	\$ 377,773	\$ 25,827
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,607,611	1,880,579
Bad debt provision	984,511	1,350,516
Decrease in fair value of beneficial interest in trusts held by others	4,967	62,423
Net (gain) loss on sales and disposals of fixed assets and property held for sale	(41,204)	62,958
Change in fair value of interest rate swaps	668,012	227,568
Net unrealized and realized (gains) losses on investments	(275,733)	407,252
Deconsolidation of affiliates – see note 12	68,889	80,656
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	98,710	(84,823)
Program and other accounts receivable	(3,280,956)	(1,096,689)
Contributions receivable	(275,455)	(109,179)
Prepaid expenses and other current assets	739,182	(739,716)
Other assets	28,331	597,247
Accounts payable and accrued expenses	880,435	1,862,708
Deferred revenue	(377,956)	741,405
Other liabilities	<u>181,982</u>	<u>22,923</u>
Net cash provided by operating activities	1,389,099	5,291,655
Cash flows from investing activities:		
Purchases of fixed assets	(5,062,802)	(7,095,514)
Proceeds from sale of fixed assets and property held for sale	912,714	218,514
Cash provided for deconsolidation of affiliate	(500)	(812,975)
Change in investments, net	(1,622,433)	463,159
Change in assets limited as to use	<u>(197,887)</u>	<u>(37,873)</u>
Net cash used by investing activities	(5,970,908)	(7,264,689)
Cash flows from financing activities:		
Repayment of long-term debt	(4,155,292)	(971,570)
Issuance of long-term debt	5,079,404	4,636,600
Repayments on lines of credit	(262,356)	(26,490,368)
Borrowings on lines of credit	<u>–</u>	<u>27,656,333</u>
Net cash provided by financing activities	<u>661,756</u>	<u>4,830,995</u>
(Decrease) increase in cash and cash equivalents	(3,920,053)	2,857,961
Cash and cash equivalents, beginning of year	<u>5,615,095</u>	<u>2,757,134</u>
Cash and cash equivalents, end of year	\$ <u>1,695,042</u>	\$ <u>5,615,095</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**

Years Ended August 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Supplemental disclosure of cash flow information:		
Interest paid	\$ <u>948,000</u>	\$ <u>1,309,000</u>

In 2015, Easter Seals NH acquired fixed assets under capital leases totaling \$259,604.

In 2016 and 2015, Easter Seals New Hampshire, Inc. transferred its sole member interest in Easter Seals Rhode Island, Inc. and Easter Seals New York, Inc., respectively, to an unrelated party (see note 12).

See accompanying notes.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); Agency Realty, Inc. (real estate corporation); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

On August 31, 2016, Easter Seals NH entered into an agreement with Fedcap Rehabilitation Services, Inc. (Fedcap), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals RI to Fedcap for no consideration. Further, on August 31, 2015, Easter Seals NH entered into an agreement with Fedcap whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals NY to Fedcap for no consideration. See also note 12. The accompanying consolidated statements of activities include the results of operations of Easter Seals RI and Easter Seals NY through the date Easter Seals NH's sole member interest was transferred. Finally, effective October 26, 2016, Agency Realty, Inc. was dissolved and all properties were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, Massachusetts (prior to the closure of Harbor Schools, see note 13), Rhode Island (prior to deconsolidation), and Vermont.

#### 2. Summary of Significant Accounting Policies

##### Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

##### Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 2. Summary of Significant Accounting Policies (Continued)

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. As of August 31, 2016 and 2015, approximately \$1,262,000 and \$2,811,000, respectively, of cash and cash equivalents, and approximately \$2,749,000 and \$1,322,000, respectively, of investments were on-hand under this practice.

##### Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other nonoperating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

##### Beneficial Interest in Trusts

Easter Seals NH is the beneficiary of a trust held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other nonoperating expenses, gains and losses as permanently restricted activity.

##### Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 5.

Property held for sale is recorded at the lower of net realizable value or carrying value. No impairment losses were recognized in 2016 or 2015.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 2. Summary of Significant Accounting Policies (Continued)

##### Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment. Intangible assets at August 31, 2016 and 2015 consist of a patient list obtained in the acquisition of Webster Place in 2012 (in May 2013, Webster Place was merged with Manchester Alcoholism Rehabilitation Center).

Expected amortization of intangible assets through the end of their useful lives is as follows:

2017	\$ 33,130
2018	33,130
2019	33,130
2020	33,130
2021	<u>33,132</u>
	<u>\$165,652</u>

Amortization expense recognized for the patient list in 2016 and 2015 totaled \$33,130.

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believes that no long-lived assets were impaired at August 31, 2016 and 2015.

##### Bond Issuance Costs

Bond issuance costs are being amortized by the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Amortization expense recognized during 2016 and 2015 was \$3,072 and \$9,638 respectively.

##### Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. 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 fees and grants in the year that such amounts become known. Easter Seals NY recognized additional revenue of approximately \$17,000 in 2015 due to favorable rate adjustments approved by the State of New York. There were no such adjustments to revenues recognized in 2016.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 2. Summary of Significant Accounting Policies (Continued)

A third-party payor for three Easter Seals NY programs charged a facility tax assessment on a monthly basis in 2015. The charges are a part of Easter Seals NY's reimbursement contract with the payor. The facility tax assessment is based on approved rates. As of August 31, 2015, the facility tax assessment due by Easter Seals NY was approximately \$95,000. See also note 12 regarding the deconsolidation of Easter Seals NY on August 31, 2015.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectibility of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2016 and 2015 totaled \$984,511 and \$1,350,516 respectively, and is recorded against fees and grants from governmental agencies and contributions. The decrease in bad debt provision in 2016 was due to services provided by Manchester Alcoholism Rehabilitation Center being covered by third-party payors, resulting in lower bad debt write-offs.

Easter Seals NH has agreements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. Contractual allowances for program and other accounts receivable at August 31, 2016 and 2015 were \$7,372,700 and \$1,896,800, respectively. The total contractual adjustments provided in 2016 and 2015 totaled \$22,618,087 and \$12,959,603, respectively, and are recorded against fees and grants from governmental agencies. The increase in contractual adjustments in 2016 is primarily due to an increase in volume of services provided by Manchester Alcoholism Rehabilitation Center and an increase in these services being covered by third-party payors.

Unconditional contributions are recognized when pledged.

#### Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

#### Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

#### Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$5,611,000 and \$6,262,000 for the years ended August 31, 2016 and 2015, respectively.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 2. Summary of Significant Accounting Policies (Continued)

##### Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT, Easter Seals RI (see note 1), Harbor Schools and Manchester Alcoholism Rehabilitation Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Agency Realty, Inc. received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the “more-likely-than-not” threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

##### 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 financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

##### Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 8. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2016 and 2015, Easter Seals NH had recognized a liability of \$3,487,979 and \$2,819,967, respectively, as a result of the interest rate swap agreements discussed in note 8. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized decreases in net assets of \$668,012 and \$227,568, respectively, for the years ended August 31, 2016 and 2015 in the accompanying consolidated statements of activity and changes in net assets.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 2. Summary of Significant Accounting Policies (Continued)

##### Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase in net assets from operations. The primary transactions reported as other nonoperating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trusts held by others, gains and losses on sales and disposals of fixed assets, and net realized and unrealized gains and losses on investments.

##### Recent Accounting Pronouncements

In April 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-08, *Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360)*. The amendments change the criteria for reporting discontinued operations, while enhancing disclosures in this area. Those amendments also address sources of confusion and inconsistent application related to financial reporting of discontinued operations guidance in accounting principles generally accepted in the United States. Under the new guidance, only disposals representing a strategic shift in operations are presented as discontinued operations. Those strategic shifts should have a major effect on the organization's operations and financial results. Examples include a disposal of a major geographic area, a major line of business, or a major equity method investment. In addition, the new guidance requires expanded disclosures about discontinued operations that will provide financial statement users with more information about the assets, liabilities, income, and expenses of discontinued operations. Easter Seals NH adopted ASU 2014-08 for the year-ending August 31, 2016 on a prospective basis. The adoption of ASU 2014-08 did not significantly impact Easter Seals NH's consolidated financial statements.

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the statement of financial position as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for Easter Seals NH's fiscal year ending August 31, 2017, with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2015-03 on Easter Seals NH's consolidated financial statements.

In May 2014, the FASB issued No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which Easter Seals NH expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective. ASU 2014-09 is effective for Easter Seals NH on September 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management is currently evaluating the impact that ASU 2014-09 will have on Easter Seals NH's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for Easter Seals NH beginning September 1, 2020, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on Easter Seals NH's consolidated financial statements.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 2. Summary of Significant Accounting Policies (Continued)

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). Under ASU 2016-14, there is a change in presentation and disclosure requirements for not-for-profit entities to provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. These include qualitative and quantitative requirements in net asset classes, investment return, expenses, liquidity and availability of resources and presentation of operating cash flows. ASU 2016-14 is effective for Easter Seals NH on September 1, 2018, with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2016-14 on Easter Seals NH's consolidated financial statements.

#### Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 12, 2016, the date these consolidated financial statements were available to be issued.

#### 3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. 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 by Easter Seals NH 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 in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

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

In accordance with UPMIFA, Easter Seals NH 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.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

**3. Classification of Net Assets (Continued)**

*Endowment Net Asset Composition by Type of Fund*

The major categories of endowment funds at August 31, 2016 and 2015 are as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2016</u>			
Camping program	\$ 2,944	\$ 365,969	\$ 368,913
Other programs	12,102	395,178	407,280
Operations	<u>—</u>	<u>3,879,484</u>	<u>3,879,484</u>
Total endowment net assets	<u>\$15,046</u>	<u>\$4,640,631</u>	<u>\$4,655,677</u>
<u>2015</u>			
Camping program	\$ 2,464	\$ 364,869	\$ 367,333
Other programs	11,088	367,319	378,407
Operations	<u>—</u>	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$13,552</u>	<u>\$4,345,395</u>	<u>\$4,358,947</u>

*Changes in Endowment Net Assets*

During the years ended August 31, 2016 and 2015, Easter Seals NH had the following endowment-related activities:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net endowment assets, August 31, 2014	\$ 36,404	\$4,331,095	\$4,367,499
Investment return:			
Investment income, net of fees	35,554	—	35,554
Net appreciation (realized and unrealized)	639,357	—	639,357
Contributions	—	14,300	14,300
Appropriated for expenditure	<u>(697,763)</u>	<u>—</u>	<u>(697,763)</u>
Net endowment assets, August 31, 2015	13,552	4,345,395	4,358,947
Investment return:			
Investment income, net of fees	9,802	—	9,802
Net appreciation (realized and unrealized)	766,563	—	766,563
Contributions	—	295,236	295,236
Appropriated for expenditure	<u>(774,871)</u>	<u>—</u>	<u>(774,871)</u>
Net endowment assets, August 31, 2016	<u>\$ 15,046</u>	<u>\$4,640,631</u>	<u>\$4,655,677</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

**3. Classification of Net Assets (Continued)**

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2016 and 2015 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Non- Endowment Net Assets</u>
<u>2016</u>				
Seniors program	\$ —	\$ 2,336	\$ —	\$ 2,336
Veterans program	86,638	476,393	—	563,031
Other programs	—	217,631	—	217,631
Operations	<u>14,332,277</u>	<u>532,500</u>	<u>258,869</u>	<u>15,123,646</u>
Total non-endowment net assets	<u>\$14,418,915</u>	<u>\$1,228,860</u>	<u>\$258,869</u>	<u>\$15,906,644</u>
<u>2015</u>				
Seniors program	\$ 158,256	\$ 6,107	\$ —	\$ 164,363
Veterans program	132,433	760,869	—	893,302
Other programs	—	210,980	—	210,980
Operations	<u>14,394,684</u>	<u>32,925</u>	<u>129,347</u>	<u>14,556,956</u>
Total non-endowment net assets	<u>\$14,685,373</u>	<u>\$1,010,881</u>	<u>\$129,347</u>	<u>\$15,825,601</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2016 or 2015.

*Investment and Spending Policies*

Easter Seals NH 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 Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH 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). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 3. Classification of Net Assets (Continued)

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

#### 4. Leases

##### Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,042,000 and \$2,104,000 for the years ended August 31, 2016 and 2015, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2016, through the remaining contractual term of the underlying lease agreements, are as follows:

##### Year Ended August 31:

2017	\$576,487
2018	368,513
2019	243,076
2020	126,405

##### Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. Payments made under this agreement for the years ended August 31, 2016 and 2015 were \$58,886 and \$38,321, respectively. The carrying value of assets recorded under the capital lease totaled \$74,282 and \$134,095, net of accumulated amortization of \$104,537 and \$44,724 for the years ended August 31, 2016 and 2015, respectively. Amortization expense related to the above capital lease is a component of depreciation expense in the accompanying consolidated statements of functional expenses. Interest expense recognized on the capital lease in 2016 and 2015 was insignificant.

Future minimum payments required for the above capital lease at August 31, 2016 are as follows:

2017	\$60,617
2018	20,995

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2016 and 2015

**5. Fixed Assets**

Fixed assets consist of the following at August 31:

	<u>2016</u>	<u>2015</u>
Buildings	\$ 29,172,825	\$ 25,247,764
Land and land improvements	2,925,950	2,897,690
Leasehold improvements	128,330	140,663
Office equipment and furniture	7,929,113	8,416,695
Vehicles	3,074,068	2,936,154
Construction in progress	<u>250,175</u>	<u>66,541</u>
	43,480,461	39,705,507
Less accumulated depreciation and amortization	<u>(17,108,575)</u>	<u>(16,759,482)</u>
	<u>\$ 26,371,886</u>	<u>\$ 22,946,025</u>

Depreciation and amortization expense related to fixed assets totaled \$1,573,242 and \$1,837,811 in 2016 and 2015, respectively. There was no depreciation and amortization of fixed assets included within discontinued operations in 2016. Depreciation and amortization of fixed assets included within discontinued operations in 2015 totaled \$3,825.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building has been recorded as deferred revenue at August 31, 2016 and 2015.

Subsequent to August 31, 2016, Easter Seals NH entered into construction commitments totaling \$2,770,000.

**6. Investments and Assets Limited as to Use**

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 514,040	\$ 452,024
Marketable equity securities	1,225,399	1,552,683
Mutual funds	12,795,566	10,636,952
Corporate and foreign bonds	707,444	620,550
Government and agency securities	<u>428,072</u>	<u>317,780</u>
	15,670,521	13,579,989
Less: assets limited as to use	<u>(1,522,083)</u>	<u>(1,324,196)</u>
Total investments, at fair value	<u>\$14,148,438</u>	<u>\$12,255,793</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

**6. Investments and Assets Limited as to Use (Continued)**

The composition of assets limited as to use at August 31, 2016 and 2015 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	<u>2016</u>	<u>2015</u>
Under a deferred compensation plan (see note 7):		
Investments	\$1,191,998	\$1,009,131
Maintained in escrow to make required payments on revenue bonds (see note 8):		
Cash and cash equivalents	<u>330,085</u>	<u>315,065</u>
Total assets limited as to use	<u>\$1,522,083</u>	<u>\$1,324,196</u>

The principal components of investment income and net realized and unrealized gains (losses) included in continuing operations and other nonoperating expenses, gains and losses are summarized below.

	<u>2016</u>	<u>2015</u>
Unrestricted investment income and unrealized and realized gains (losses) on investments:		
Dividend and interest income	\$492,444	\$ 391,263
Net unrealized gains (losses)	107,141	(686,996)
Net realized gains	<u>160,475</u>	<u>279,967</u>
	760,060	(15,766)
Restricted investment income and unrealized and realized gains (losses) on investments:		
Dividend and interest income	2,601	11,569
Net unrealized gains (losses)	2,138	(28,827)
Net realized gains	<u>5,979</u>	<u>28,604</u>
	<u>10,718</u>	<u>11,346</u>
	<u>\$770,778</u>	<u>\$ (4,420)</u>

**7. Retirement Plans**

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$489,000 and \$546,000 for the years ended August 31, 2016 and 2015, respectively.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

**7. Retirement Plans (Continued)**

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$105,000 and \$85,000 to this plan during the years ended August 31, 2016 and 2015, respectively. The assets and liabilities associated with this plan were \$1,191,998 and \$1,009,131 at August 31, 2016 and 2015, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

**8. Borrowings**

Borrowings consist of the following at August 31:

	<u>2016</u>	<u>2015</u>
Revenue Bonds, Series 2004A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a variable rate determined through weekly remarketing (0.64% at August 31, 2016) through December 2034, annual principal payments continually increasing from \$440,000 to \$1,060,000 with a final payment of \$1,060,000 due December 2034, secured by a pledge of all gross receipts of Easter Seals NH and certain letters of credit (see below).	\$13,455,000	\$13,875,000
Non-revolving note payable to a bank with a total availability of \$3,500,000 with a variable rate of LIBOR plus 4.07%. Paid in full in April 2016.	–	3,377,160
Mortgage note payable to a bank with a variable rate of LIBOR plus 2.25% (2.77% at August 31, 2016), principal and interest payable monthly, due April 2019, secured by an interest in certain property with a net book value of \$5,984,961 at August 31, 2016.	4,787,320	–
Unsecured note payable to an individual with a fixed rate of 5.25%, principal and interest of \$10,311 payable monthly. Paid in full in April 2016.	–	80,847
Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from \$121 to \$2,923 payable monthly through dates ranging from April 2018 through August 2021, secured by vehicles with a net book value of \$470,793 at August 31, 2016.	430,052	315,440

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

**8. Borrowings (Continued)**

	<u>2016</u>	<u>2015</u>
Mortgage note payable to a bank with a fixed rate of 4.25%. Principal and interest of \$12,200 payable monthly, due February 2030, secured by an interest in certain property with a net book value of \$4,478,030 at August 31, 2016.	\$ <u>2,418,675</u>	\$ <u>2,459,602</u>
	21,091,047	20,108,049
Less current portion	<u>829,680</u>	<u>745,011</u>
	<u>\$20,261,367</u>	<u>\$19,363,038</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2017	\$ 829,680
2018	860,060
2019	4,974,679
2020	610,126
2021	620,775
Thereafter	<u>13,195,727</u>
	<u>\$21,091,047</u>

*Lines of Credit and Other Financing Arrangements*

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. Included in long-term debt are five notes payable totaling \$124,628 and five notes payable totaling \$182,756 at August 31, 2016 and 2015, respectively.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through June 2017. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are twenty-four notes payable totaling \$305,424 and twelve notes payable totaling \$132,684 at August 31, 2016 and 2015, respectively, that originated under this agreement. Availability under this agreement at August 31, 2016 and 2015 is \$194,576 and \$367,316, respectively.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 8. Borrowings (Continued)

Easter Seals New Hampshire, Inc. (the sole member of Easter Seals NY, through its deconsolidation on August 31, 2015, and Harbor Schools), Easter Seals NY and Harbor Schools had a revolving line of credit with a bank through September 1, 2015, with available borrowings up to \$7 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances were due on demand. The revolving line of credit had the following sub-limits, which were last amended in October 2014: Easter Seals NH \$3.225 million, Easter Seals NY \$3.5 million and Harbor Schools \$275,000. The interest rate charged on outstanding borrowings was LIBOR plus 2.25%. Under an event of default, the interest rate would increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line was secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc., Easter Seals NY and Harbor Schools. The agreement required that collective borrowings under the line of credit be reduced to \$3,500,000 for 30 consecutive days during each calendar year. The agreement also limited each borrower's ability to incur additional indebtedness in excess of \$500,000. Amounts outstanding under this revolving line of credit agreement at August 31, 2015 were \$262,356, related to Harbor Schools. All outstanding balances were paid off on September 1, 2015, and this line of credit was replaced with that described below.

On August 31, 2015, Easter Seals NH entered into a revolving line of credit with a bank. Borrowing availability is up to \$4 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings is at LIBOR rounded up to the nearest one-eighth of one percent plus 2.25% (2.875% at August 31, 2016). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Agency Realty, Inc., Easter Seals VT, and Manchester Alcoholism Rehabilitation Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There were no outstanding balances at August 31, 2016 and 2015.

#### NHHEFA 2004A Revenue Bonds

In connection with the NHHEFA 2004A Revenue Bonds, Easter Seals NH is required to make deposits of interest and principal of sufficient amounts to make the required interest payments and to retire the bonds when due. The 2004A Revenue Bonds require that Easter Seals NH maintain certain reserve funds with a trustee for current required principal and interest payments. Such amounts, which are included within assets limited as to use, totaled \$330,085 and \$315,065 at August 31, 2016 and 2015, respectively. This agreement also requires bank approval prior to Easter Seals NH incurring additional indebtedness. Easter Seals NH has two letters of credit securing the bonds for \$13,620,430 each (expiring and subject to renewal on March 15, 2018, and mainly to support future principal and interest repayments due under the 2004A Revenue Bonds). Easter Seals NH is required to replace or renew the two \$13,620,430 letters of credit upon their expiration or the related bonds may be subject to early redemption. Easter Seals NH pays an annual fee for the two letters of credit relating to the 2004A NHHEFA Revenue Bonds. Fees incurred on these letters of credit totaled approximately \$172,000 and \$181,000 in 2016 and 2015, respectively.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 8. Borrowings (Continued)

Easter Seals NH has signed a commitment letter dated November 3, 2016 with a bank to refinance the NHHEFA Series 2004A Revenue Bonds and eliminating the two letters of credit. The commitment is for a 15 year term with no prepayment penalty, and interest will be paid at a variable rate calculated as a spread over one month LIBOR using a 65.01% tax multiplier. The current annual redemption schedule will be amended from an annual to a monthly schedule, which will reduce the average outstanding balances and lower total expected interest costs. The closing is expected to take place on December 20, 2016.

##### Mortgage Notes Payable

On February 18, 2015, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The interest rate charged is fixed at 4.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property. On October 25, 2016, an amendment to this agreement was executed to change the interest rate charged to a fixed 3.25%. All other terms remain unchanged.

On April 29, 2016, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a \$4,857,000 mortgage note payable to finance the acquisition of certain property located in Manchester, New Hampshire. The interest rate charged is a variable rate of LIBOR plus 2.25% (2.77% at August 31, 2016). Principal and interest payments are due monthly, and all remaining outstanding principal and interest is due on April 29, 2019. The note is secured by the property.

##### Interest Rate Swap Agreement

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A Revenue Bonds. The swap agreement has an outstanding notional amount of \$13,455,000 and \$13,875,000 at August 31, 2016 and 2015, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in December 2034. Easter Seals NH remits interest at the fixed rate of 3.54% and receives interest at a variable rate (0.64% at August 31, 2016).

The fair value of the above interest rate swap agreement totaled \$3,487,979 and \$2,819,967 at August 31, 2016 and 2015, respectively, \$401,859 and \$442,045 of which was current at August 31, 2016 and 2015, respectively. During the years ended August 31, 2016 and 2015 net payments required by the agreement totaled \$445,705 and \$477,196, respectively, excluding payments made under the swap agreement held by Easter Seals NY. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 11 with respect to fair value determinations.

##### Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2016, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 9. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

#### 10. Related Party Transactions

Approximately 12% of other fees and grants revenue was derived from a pass-through grant from Easter Seals, Inc. for the year ended August 31, 2015. There were no such amounts recognized in 2016. Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$37,375 and \$119,969 for the years ended August 31, 2016 and 2015, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

Easter Seals NH had an amount due from Easter Seals NY of \$98,710 for the year ended August 31, 2015, which was received in 2016 (see also note 12).

#### 11. Fair Value of Financial Instruments

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 their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

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

Level 3 – Valuations for financial instruments derived from other 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 fair value.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 11. Fair Value of Financial Instruments (Continued)

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2016 and 2015.

##### Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

##### Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

##### Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

**11. Fair Value of Financial Instruments (Continued)**

At August 31, 2016 and 2015, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2016</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 514,040	\$ —	\$ —	\$ 514,040
Marketable equity securities:				
Large-cap	950,981	—	—	950,981
International	274,418	—	—	274,418
Mutual funds, open-ended:				
Short-term fixed income	4,137,513	—	—	4,137,513
Intermediate-term bond fund	1,069,980	—	—	1,069,980
High yield bond fund	261,064	—	—	261,064
Foreign bond	32,125	—	—	32,125
Government securities	629,914	—	—	629,914
Emerging markets bond	16,447	—	—	16,447
International equities	831,645	—	—	831,645
Domestic, large-cap	1,370,393	—	—	1,370,393
Domestic, small-cap	159,034	—	—	159,034
Domestic, multi alt	689,565	—	—	689,565
Real estate fund	178,540	—	—	178,540
Emerging markets mutual	4,041	—	—	4,041
Mutual funds, closed-ended:				
Domestic, large-cap	2,450,022	—	—	2,450,022
Domestic, mid-cap	451,852	—	—	451,852
Domestic, small-cap	217,021	—	—	217,021
Fixed Income and bond	2,909	—	—	2,909
International equity	293,501	—	—	293,501
Corporate and foreign bonds	—	707,444	—	707,444
Government and agency securities	—	428,072	—	428,072
	<u>\$14,535,005</u>	<u>\$1,135,516</u>	<u>\$ —</u>	<u>\$15,670,521</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 8,712	\$ —	\$ —	\$ 8,712
Marketable equity securities:				
Large-cap	59,700	—	—	59,700
Mutual funds:				
Domestic fixed income	—	20,208	—	20,208
	<u>\$ 68,412</u>	<u>\$ 20,208</u>	<u>\$ —</u>	<u>\$ 88,620</u>
Liabilities:				
Interest rate swap agreement	\$ —	\$ —	\$3,487,979	\$ 3,487,979

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

**11. Fair Value of Financial Instruments (Continued)**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2015</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 452,024	\$ —	\$ —	\$ 452,024
Marketable equity securities:				
Large-cap	957,876	—	—	957,876
International	594,807	—	—	594,807
Mutual funds, open-ended:				
Short-term fixed income	2,736,504	—	—	2,736,504
Intermediate-term bond fund	972,183	—	—	972,183
High yield bond fund	243,935	—	—	243,935
Foreign bond	14,089	—	—	14,089
Government securities	746,217	—	—	746,217
International equities	786,193	—	—	786,193
Domestic, large-cap	1,095,893	—	—	1,095,893
Domestic, mid-cap	49,538	—	—	49,538
Domestic, small-cap	3,520	—	—	3,520
Domestic, Multi Alt	404,922	—	—	404,922
Real estate fund	125,629	—	—	125,629
Mutual funds, closed-ended:				
Domestic, large-cap	2,470,333	—	—	2,470,333
Domestic, mid-cap	501,299	—	—	501,299
Domestic, small-cap	192,844	—	—	192,844
International equity	293,853	—	—	293,853
Corporate and foreign bonds	—	620,550	—	620,550
Government and agency securities	—	317,780	—	317,780
	<u>\$12,641,659</u>	<u>\$ 938,330</u>	<u>\$ —</u>	<u>\$13,579,989</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 15,496	\$ —	\$ —	\$ 15,496
Marketable equity securities:				
Large-cap	93,067	—	—	93,067
Mutual funds:				
Domestic fixed income	—	20,784	—	20,784
	<u>\$ 108,563</u>	<u>\$ 20,784</u>	<u>\$ —</u>	<u>\$ 129,347</u>
Liabilities:				
Interest rate swap agreements	\$ —	\$ —	\$2,819,967	\$ 2,819,967

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

#### 11. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2016 and 2015:

	<u>Interest Rate Swaps</u>
Ending balance, August 31, 2014	\$(3,329,813)
Unrealized loss, net	(227,568)
Decrease due to deconsolidation of affiliate – see note 12	<u>737,414</u>
Ending balance, August 31, 2015	(2,819,967)
Unrealized loss, net	<u>(668,012)</u>
Ending balance, August 31, 2016	<u>\$(3,487,979)</u>

Excluding interest rate swaps held by deconsolidated affiliates (see note 12) at August 31, 2015, the net amounts of unrealized losses for the period attributable to the change in unrealized losses relating to the interest rate swaps still held at August 31, 2016 and 2015 were \$668,012 and \$227,568, respectively.

Easter Seals NH's other financial instruments, including cash and cash equivalents, accounts receivable from affiliates, program and other accounts receivable, contributions receivable, accounts payable, lines of credit, and long-term debt, have fair values approximating their carrying values because of the short-term nature of the financial instruments or because interest rates approximate current market rates.

#### 12. Deconsolidation of Related Entities

On August 31, 2016, Easter Seals NH entered into an agreement with Fedcap, an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals RI to Fedcap for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals RI were transferred to Fedcap effective August 31, 2016. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals RI. Easter Seals NH recognized a decrease in net assets of \$68,889 as a result of the deconsolidation of Easter Seals RI. The accompanying 2016 consolidated financial statements include the operating results of Easter Seals RI for the period from September 1, 2015 through August 31, 2016.

On August 31, 2015, Easter Seals NH entered into an agreement with Fedcap, an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals NY to Fedcap for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals NY were transferred to Fedcap effective August 31, 2015. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals NY. Easter Seals NH recognized a decrease in net assets of \$80,656 as a result of the deconsolidation of Easter Seals NY. The accompanying 2015 consolidated financial statements include the operating results of Easter Seals NY for the period from September 1, 2014 through August 31, 2015.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

**12. Deconsolidation of Related Entities (Continued)**

Summary statements of financial position and activities of Easter Seals NY for the year ended August 31, 2015 and Easter Seals RI for the years ended August 31, 2016 and 2015 are as follows:

	<u>Easter Seals RI</u> <u>August 31, 2016</u>	<u>Easter Seals RI</u> <u>August 31, 2015</u>	<u>Easter Seals NY</u> <u>August 31, 2015</u>
<b>Assets:</b>			
Cash and cash equivalents	\$ 500	\$ 500	\$ 812,975
Program and other accounts receivable, net	-	134,809	3,291,793
Investments, at fair value	5,521	-	706,842
Beneficial interests in trust held by others	35,760	34,533	501,660
Fixed assets, net	23,039	29,649	7,592,335
Other assets	<u>11,288</u>	<u>10,790</u>	<u>370,019</u>
Total assets	76,108	210,281	13,275,624
<b>Liabilities:</b>			
Line of credit	-	-	(3,101,513)
Accounts payable	-	(125,581)	(940,713)
Deferred revenue	-	-	(222,027)
Accrued expenses	(7,219)	(13,283)	(944,467)
Long-term debt	-	-	(6,802,401)
Interest rate swap agreement	-	-	(737,414)
Capital lease obligation	-	-	(78,325)
Other liabilities	<u>-</u>	<u>-</u>	<u>(368,108)</u>
Total liabilities	<u>(7,219)</u>	<u>(138,864)</u>	<u>(13,194,968)</u>
Net assets	<u>\$ 68,889</u>	<u>\$ 71,417</u>	<u>\$ 80,656</u>
	<u>Year Ended</u> <u>August 31, 2016</u>	<u>Year Ended</u> <u>August 31, 2015</u>	<u>Year Ended</u> <u>August 31, 2015</u>
Total public support and revenue	\$ 1,367,290	\$ 1,399,932	\$ 28,576,469
Total operating expenses	(1,437,574)	(1,463,549)	(29,757,863)
Other nonoperating expenses, gains and losses, net	<u>1,054</u>	<u>(4,235)</u>	<u>(273,772)</u>
Decrease in net assets before discontinued operations	<u>\$ (69,230)</u>	<u>\$ (67,852)</u>	<u>\$ (1,455,166)</u>

Total decrease in net assets for Easter Seals RI for the year ended August 31, 2016 includes forgiveness of accounts payable and due to affiliates of \$66,702.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

**12. Deconsolidation of Related Entity (Continued)**

Losses from discontinued operations within Easter Seals NY for the year ended August 31, 2015 were \$63,854. Total increase (decrease) in net assets for Easter Seals NY for the year ended August 31, 2015 includes the forgiveness of accounts payable and loan to affiliates of \$628,598.

**13. Discontinued Operations**

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On May 2, 2014, the Sayville program in New York was discontinued as a license was not able to be obtained. Total decrease in net assets recorded at August 31, 2015 for this program was \$(63,854).
- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing.
- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2016 and 2015 are as follows:

	<u>Harbor Schools</u>		<u>New Hampshire</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
Total assets	\$211,251	\$881,802	\$252,645	\$256,980
Total liabilities	-	645,381	-	-
Net assets (deficit):				
Unrestricted	159,799	187,136	252,645	256,980
Temporarily restricted	27,626	25,459	-	-
Permanently restricted	23,826	23,826	-	-

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2016 and 2015

**13. Discontinued Operations (Continued)**

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2016 and 2015 are as follows:

	<u>Harbor Schools</u>		<u>New Hampshire</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
Total public support and revenue	\$ 22,193	\$ 50,578	\$ -	\$ 19,096
Operating expenses	(101,200)	(42,885)	(7,146)	(119,573)
Other nonoperating expense, gains or (losses)	974	(524)	-	-
Gain (loss) on sale of properties, net	<u>52,863</u>	<u>-</u>	<u>-</u>	<u>(46,620)</u>
Total increase (decrease) in net assets	<u>\$ (25,170)</u>	<u>\$ 7,169</u>	<u>\$ (7,146)</u>	<u>\$ (147,097)</u>

**14. Concentrations**

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals' investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$2,749,256 as of August 31, 2016. No investments exceeded 10% of investments as of August 31, 2015.

## **OTHER FINANCIAL INFORMATION**

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

August 31, 2016

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>New York</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:								
Cash and cash equivalents	\$ 1,667,032	\$ 22,471	\$ 5,539	\$ -	\$ -	\$ -	\$ -	\$ 1,695,042
Accounts receivable from affiliates	915,970	1,946,359	-	-	158,366	-	(3,020,695)	-
Program and other accounts receivable, net	8,682,061	560,864	166,367	-	1,433	-	-	9,410,725
Contributions receivable, net	841,211	925	38,575	-	-	-	-	880,711
Current portion of assets limited as to use	330,085	-	-	-	-	-	-	330,085
Prepaid expenses and other current assets	<u>411,896</u>	<u>13,051</u>	<u>38,936</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>463,883</u>
Total current assets	12,848,255	2,543,670	249,417	-	159,799	-	(3,020,695)	12,780,446
Assets limited as to use, net of current portion	1,186,340	5,658	-	-	-	-	-	1,191,998
Fixed assets, net	26,294,673	57,642	19,571	-	-	-	-	26,371,886
Property held for sale	252,645	-	-	-	-	-	-	252,645
Bond issuance costs, net	56,073	-	-	-	-	-	-	56,073
Investments, at fair value	14,096,986	-	-	-	51,452	-	-	14,148,438
Beneficial interest in trusts held by others and other assets	<u>254,271</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>254,271</u>
	<u>\$54,989,243</u>	<u>\$2,606,970</u>	<u>\$ 268,988</u>	<u>\$ -</u>	<u>\$ 211,251</u>	<u>\$ -</u>	<u>\$(3,020,695)</u>	<u>\$55,055,757</u>

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Current liabilities:								
Accounts payable	\$ 1,984,793	\$ 16,108	\$ 1,481	\$ -	\$ -	\$ -	\$ -	\$ 2,002,382
Accrued expenses	4,846,594	23,124	43,120	-	-	-	-	4,912,838
Accounts payable to affiliates	-	-	3,020,695	-	-	-	(3,020,695)	-
Current portion of deferred revenue	772,270	3,800	5,251	-	-	-	-	781,321
Current portion of capital lease obligation	60,617	-	-	-	-	-	-	60,617
Current portion of interest rate swap agreements	401,859	-	-	-	-	-	-	401,859
Current portion of long-term debt	829,680	-	-	-	-	-	-	829,680
Total current liabilities	8,895,813	43,032	3,070,547	-	-	-	(3,020,695)	8,988,697
Deferred revenue, net of current portion	944,167	-	-	-	-	-	-	944,167
Other liabilities	1,186,432	5,658	-	-	-	-	-	1,192,090
Capital lease obligation, net of current portion	20,995	-	-	-	-	-	-	20,995
Interest rate swap agreements, less current portion	3,086,120	-	-	-	-	-	-	3,086,120
Long-term debt, less current portion	20,261,367	-	-	-	-	-	-	20,261,367
Total liabilities	34,394,894	48,690	3,070,547	-	-	-	(3,020,695)	34,493,436
Net assets (deficit):								
Unrestricted	14,515,689	2,543,775	(2,800,348)	-	159,799	-	-	14,418,915
Temporarily restricted	1,202,986	14,505	(1,211)	-	27,626	-	-	1,243,906
Permanently restricted	4,875,674	-	-	-	23,826	-	-	4,899,500
Total net assets (deficit)	20,594,349	2,558,280	(2,801,559)	-	211,251	-	-	20,562,321
	\$54,989,243	\$2,606,970	\$ 268,988	\$ -	\$ 211,251	\$ -	\$ (3,020,695)	\$55,055,757

\* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

August 31, 2015

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>New York</u>	<u>Elimin- ations</u>	<u>Total</u>
<b>Current assets:</b>								
Cash and cash equivalents	\$ 5,571,356	\$ 700	\$ 42,539	\$ 500	\$ -	\$ -	\$ -	\$ 5,615,095
Accounts receivable from affiliates	1,326,663	2,012,939	-	-	-	-	(3,240,892)	98,710
Program and other accounts receivable, net	6,390,110	428,089	190,115	102,466	3,500	-	-	7,114,280
Contributions receivable, net	543,356	6,700	22,857	32,343	-	-	-	605,256
Current portion of assets limited as to use	315,065	-	-	-	-	-	-	315,065
Prepaid expenses and other current assets	<u>1,150,585</u>	<u>10,611</u>	<u>42,367</u>	<u>10,790</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,214,353</u>
Total current assets	15,297,135	2,459,039	297,878	146,099	3,500	-	(3,240,892)	14,962,759
Assets limited as to use, net of current portion	1,009,131	-	-	-	-	-	-	1,009,131
Fixed assets, net	22,832,042	55,042	29,292	29,649	-	-	-	22,946,025
Property held for sale	252,645	-	-	-	829,017	-	-	1,081,662
Bond issuance costs, net	59,145	-	-	-	-	-	-	59,145
Investments, at fair value	12,206,508	-	-	-	49,285	-	-	12,255,793
Beneficial interest in trusts held by others and other assets	321,926	-	-	34,533	-	-	-	356,459
	<u>\$51,978,532</u>	<u>\$2,514,081</u>	<u>\$ 327,170</u>	<u>\$ 210,281</u>	<u>\$ 881,802</u>	<u>\$ -</u>	<u>\$(3,240,892)</u>	<u>\$52,670,974</u>

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Current liabilities:								
Lines of credit	\$ -	\$ -	\$ -	\$ -	\$ 262,356	\$ -	\$ -	\$ 262,356
Accounts payable	1,861,772	13,946	1,068	2,425	-	-	-	1,879,211
Accrued expenses	4,084,707	22,980	41,272	13,283	551	-	-	4,162,793
Accounts payable to affiliates	-	-	2,756,262	123,156	361,474	-	(3,240,892)	-
Current portion of deferred revenue	1,034,952	51,748	24,077	-	21,000	-	-	1,131,777
Current portion of capital lease obligation	58,886	-	-	-	-	-	-	58,886
Current portion of interest rate swap agreements	442,045	-	-	-	-	-	-	442,045
Current portion of long-term debt	745,011	-	-	-	-	-	-	745,011
Total current liabilities	8,227,373	88,674	2,822,679	138,864	645,381	-	(3,240,892)	8,682,079
Deferred revenue, net of current portion	971,667	-	-	-	-	-	-	971,667
Other liabilities	1,010,108	-	-	-	-	-	-	1,010,108
Capital lease obligation, net of current portion	81,612	-	-	-	-	-	-	81,612
Interest rate swap agreements, less current portion	2,377,922	-	-	-	-	-	-	2,377,922
Long-term debt, less current portion	19,363,038	-	-	-	-	-	-	19,363,038
Total liabilities	32,031,720	88,674	2,822,679	138,864	645,381	-	(3,240,892)	32,486,426
Net assets (deficit):								
Unrestricted	14,588,670	2,417,858	(2,516,780)	8,489	187,136	-	-	14,685,373
Temporarily restricted	941,759	7,549	21,271	28,395	25,459	-	-	1,024,433
Permanently restricted	4,416,383	-	-	34,533	23,826	-	-	4,474,742
Total net assets (deficit)	19,946,812	2,425,407	(2,495,509)	71,417	236,421	-	-	20,184,548
	\$51,978,532	\$2,514,081	\$ 327,170	\$ 210,281	\$ 881,802	\$ -	\$ (3,240,892)	\$52,670,974

\* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2016

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:							
Public support:							
Contributions, net	\$ 1,897,654	\$ 46,718	\$ 34,171	\$ 63,718	\$ --	\$ --	\$ 2,042,261
Special events, net	1,520,205	1,539	66,029	60,818	--	--	1,648,591
Annual campaigns, net	374,196	9,546	56,852	79,854	--	--	520,448
Bequests	<u>78,066</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>78,066</u>
Total public support	3,870,121	57,803	157,052	204,390	--	--	4,289,366
Revenue:							
Fees and grants from governmental agencies, net	43,405,294	4,454,207	1,475,922	1,112,149	--	--	50,447,572
Other fees and grants	19,779,596	852,701	315,543	49,034	--	--	20,996,874
Sales to public	4,446,844	--	--	--	--	--	4,446,844
Dividend and interest income	521,778	--	--	1,667	--	(28,400)	495,045
Rental income	26,840	--	--	--	--	--	26,840
Intercompany revenue	742,048	--	--	--	--	(742,048)	--
Other	<u>687,859</u>	<u>11,910</u>	<u>--</u>	<u>50</u>	<u>--</u>	<u>--</u>	<u>699,819</u>
Total revenue	<u>69,610,259</u>	<u>5,318,818</u>	<u>1,791,465</u>	<u>1,162,900</u>	<u>--</u>	<u>(770,448)</u>	<u>77,112,994</u>
Total public support and revenue	73,480,380	5,376,621	1,948,517	1,367,290	--	(770,448)	81,402,360
Operating expenses:							
Program services:							
Public health education	266,568	4,148	--	2,786	--	--	273,502
Professional education	20,607	--	--	--	--	--	20,607
Direct services	<u>63,230,275</u>	<u>4,732,706</u>	<u>1,917,703</u>	<u>1,142,435</u>	<u>--</u>	<u>(24,732)</u>	<u>70,998,387</u>
Total program services	63,517,450	4,736,854	1,917,703	1,145,221	--	(24,732)	71,292,496

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin- ations	Total
Supporting services:							
Management and general	\$ 7,798,973	\$ 474,841	\$ 203,676	\$ 128,416	\$ --	\$ (717,316)	\$ 7,888,590
Fundraising	<u>951,595</u>	<u>32,053</u>	<u>133,090</u>	<u>163,937</u>	<u>--</u>	<u>--</u>	<u>1,280,675</u>
Total supporting services	<u>8,750,568</u>	<u>506,894</u>	<u>336,766</u>	<u>292,353</u>	<u>--</u>	<u>(717,316)</u>	<u>9,169,265</u>
Total functional expenses	72,268,018	5,243,748	2,254,469	1,437,574	--	(742,048)	80,461,761
Support of National programs	<u>37,375</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>37,375</u>
Total operating expenses	<u>72,305,393</u>	<u>5,243,748</u>	<u>2,254,469</u>	<u>1,437,574</u>	<u>--</u>	<u>(742,048)</u>	<u>80,499,136</u>
Increase (decrease) in net assets from operations	1,174,987	132,873	(305,952)	(70,284)	--	(28,400)	903,224
Other nonoperating expenses, gains and losses:							
Change in fair value of interest rate swaps	(668,012)	--	--	--	--	--	(668,012)
Net realized and unrealized gains on investments	275,186	--	--	547	--	--	275,733
(Decrease) increase in fair value of beneficial interest in trusts held by others	(6,194)	--	--	1,227	--	--	(4,967)
Loss on sales and disposals of fixed assets	(10,841)	--	(98)	(720)	--	--	(11,659)
Other nonoperating expenses	<u>(15,341)</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>(15,341)</u>
(Loss) gain from discontinued operations	(425,202)	--	(98)	1,054	--	--	(424,246)
	<u>(35,546)</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>(25,170)</u>	<u>28,400</u>	<u>(32,316)</u>
Increase (decrease) in net assets before effects of deconsolidation of affiliate	714,239	132,873	(306,050)	(69,230)	(25,170)	--	446,662
Deconsolidation of affiliate	<u>(66,702)</u>	<u>--</u>	<u>--</u>	<u>(2,187)</u>	<u>--</u>	<u>--</u>	<u>(68,889)</u>
Total increase (decrease) in net assets	647,537	132,873	(306,050)	(71,417)	(25,170)	--	377,773
Net assets (deficit) at beginning of year	<u>19,946,812</u>	<u>2,425,407</u>	<u>(2,495,509)</u>	<u>71,417</u>	<u>236,421</u>	<u>--</u>	<u>20,184,548</u>
Net assets (deficit) at end of year	<u>\$ 20,594,349</u>	<u>\$ 2,558,280</u>	<u>\$ (2,801,559)</u>	<u>\$ --</u>	<u>\$ 211,251</u>	<u>\$ --</u>	<u>\$ 20,562,321</u>

\* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2015

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>New York</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:								
Public support:								
Contributions, net	\$ 730,807	\$ 15,252	\$ 121,753	\$ 84,306	\$ --	\$ 534,478	\$ (6,000)	\$ 1,480,596
Special events, net	1,070,232	4,572	48,920	80,945	--	278,847	--	1,483,516
Annual campaigns, net	363,600	13,426	41,561	13,555	--	--	--	432,142
Bequests	459,167	--	--	--	--	32,852	--	492,019
Total public support	2,623,806	33,250	212,234	178,806	--	846,177	(6,000)	3,888,273
Revenue:								
Fees and grants from governmental agencies, net	41,393,156	4,096,507	1,743,157	1,170,710	--	23,561,944	--	71,965,474
Other fees and grants	19,058,227	655,514	244,805	47,930	--	4,105,076	--	24,111,552
Sales to public	4,375,698	--	--	--	--	--	--	4,375,698
Dividend and interest income	353,829	--	--	1,554	--	56,733	(9,284)	402,832
Rental income	27,390	--	--	--	--	6,539	--	33,929
Intercompany revenue	2,390,406	--	--	--	--	--	(2,390,406)	--
Other	123,805	--	41	932	--	--	--	124,778
Total revenue	67,722,511	4,752,021	1,988,003	1,221,126	--	27,730,292	(2,399,690)	101,014,263
Total public support and revenue	70,346,317	4,785,271	2,200,237	1,399,932	--	28,576,469	(2,405,690)	104,902,536
Operating expenses:								
Program services:								
Public health education	285,591	4,370	--	21,125	--	99,800	--	410,886
Professional education	23,435	--	--	--	--	--	(6,000)	17,435
Direct services	58,214,130	4,108,875	2,044,378	1,237,113	--	26,104,067	(95,252)	91,613,311
Total program services	58,523,156	4,113,245	2,044,378	1,258,238	--	26,203,867	(101,252)	92,041,632

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Supporting services: Management and general Fundraising	\$ 8,603,810 902,347	\$ 435,732 2,317	\$ 195,933 90,061	\$ 142,268 62,583	\$ -- --	\$ 2,710,841 751,069	\$ (2,302,938) --	\$ 9,785,646 1,808,377
Total supporting services	9,506,157	438,049	285,994	204,851	--	3,461,910	(2,302,938)	11,594,023
Total functional expenses	68,029,313	4,551,294	2,330,372	1,463,089	--	29,665,777	(2,404,190)	103,635,655
Support of National programs	26,793	--	630	460	--	92,086	--	119,969
Total operating expenses	68,056,106	4,551,294	2,331,002	1,463,549	--	29,757,863	(2,404,190)	103,755,624
Increase (decrease) in net assets from operations	2,290,211	233,977	(130,765)	(63,617)	--	(1,181,394)	(1,500)	1,146,912
Other nonoperating expenses, gains and losses: Change in fair value of interest rate swaps Net realized and unrealized losses on investments	(150,587)	--	--	--	--	(76,981)	--	(227,568)
Increase (decrease) in fair value of beneficial interest in trusts held by others	(381,953)	--	--	--	--	(25,299)	--	(407,252)
(Loss) gain on sales and disposals of fixed assets	3,890	--	--	(4,235)	--	(62,078)	--	(62,423)
Other nonoperating expenses	(11,938)	--	--	--	--	1,690	--	(10,248)
	(17,750)	--	--	--	--	(111,104)	--	(128,854)
Capital transfer	(558,338)	--	--	(4,235)	--	(273,772)	--	(836,345)
(Loss) gain from discontinued operations	(523,877)	523,877	--	--	--	--	--	--
	(148,597)	--	(302)	--	7,169	(63,854)	1,500	(204,084)
Increase (decrease) in net assets before effects of deconsolidation of affiliate	1,059,399	757,854	(131,067)	(67,852)	7,169	(1,519,020)	--	106,483
Deconsolidation of affiliate	(629,389)	791	--	--	--	547,942	--	(80,656)
Total increase (decrease) in net assets	430,010	758,645	(131,067)	(67,852)	7,169	(971,078)	--	25,827
Net assets (deficit) at beginning of year	19,516,802	1,666,762	(2,364,442)	139,269	229,252	971,078	--	20,158,721
Net assets (deficit) at end of year	\$ 19,946,812	\$ 2,425,407	\$ (2,495,509)	\$ 71,417	\$ 236,421	\$ --	\$ --	\$ 20,184,548

\* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2016

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Elimin- ations	Total
Salaries and related expenses	\$ 53,147,566	\$ 4,128,114	\$ 1,550,620	\$ 1,105,464	\$ -	\$ -	\$ 59,931,764
Professional fees	7,779,938	556,818	301,646	162,205	-	(742,048)	8,058,559
Supplies	1,883,406	31,831	30,059	8,983	-	-	1,954,279
Telephone	615,192	23,916	12,698	9,801	-	-	661,607
Postage and shipping	57,240	960	1,763	2,156	-	-	62,119
Occupancy	2,328,611	114,258	171,692	82,757	-	-	2,697,318
Outside printing, artwork and media	76,765	2,859	6,591	4,829	-	-	91,044
Travel	1,961,465	198,693	20,583	43,876	-	-	2,224,617
Conventions and meetings	157,815	33,290	8,269	4,856	-	-	204,230
Specific assistance to individuals	985,280	96,210	84,270	-	-	-	1,165,760
Dues and subscriptions	31,436	40	4,163	540	-	-	36,179
Minor equipment purchases- and equipment rental	290,959	15,906	7,265	873	-	-	315,003
Ads, fees and miscellaneous	488,288	18,789	34,363	1,007	-	-	542,447
Interest	909,224	-	-	-	-	-	909,224
Depreciation and amortization	<u>1,554,833</u>	<u>22,064</u>	<u>20,487</u>	<u>10,227</u>	<u>-</u>	<u>-</u>	<u>1,607,611</u>
	<u>\$ 72,268,018</u>	<u>\$ 5,243,748</u>	<u>\$ 2,254,469</u>	<u>\$ 1,437,574</u>	<u>\$ -</u>	<u>\$ (742,048)</u>	<u>\$ 80,461,761</u>

\* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2015

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Salaries and related expenses	\$ 49,574,053	\$ 3,577,628	\$ 1,834,414	\$ 1,096,869	\$ -	\$ 21,555,197	\$ -	\$ 77,638,161
Professional fees	7,415,575	533,058	189,755	193,494	-	3,971,367	(2,388,906)	9,914,343
Supplies	1,952,095	27,908	20,485	9,217	-	910,426	-	2,920,131
Telephone	622,842	21,360	12,500	10,012	-	144,543	-	811,257
Postage and shipping	59,319	912	2,089	2,076	-	30,363	-	94,759
Occupancy	2,444,094	111,515	174,786	88,416	-	1,424,846	-	4,243,657
Outside printing, artwork and media	62,529	847	8,333	6,390	-	16,353	-	94,452
Travel	2,100,674	162,775	14,650	42,013	-	172,832	-	2,492,944
Conventions and meetings	209,924	20,428	6,140	2,727	-	139,649	(6,000)	372,868
Specific assistance to individuals	935,227	76,105	36,556	618	-	222,644	-	1,271,150
Dues and subscriptions	25,403	-	980	676	-	11,520	-	38,579
Minor equipment purchases- and equipment rental	207,153	2,966	2,764	2,336	-	29,127	-	244,346
Ads, fees and miscellaneous	107,080	1,794	5,266	713	-	17,587	-	132,440
Interest	907,340	-	-	-	-	365,055	(9,284)	1,263,111
Facility tax assessment	-	-	-	-	-	226,703	-	226,703
Depreciation and amortization	1,406,005	13,998	21,654	7,532	-	427,565	-	1,876,754
	<u>\$ 68,029,313</u>	<u>\$ 4,551,294</u>	<u>\$ 2,330,372</u>	<u>\$ 1,463,089</u>	<u>\$ -</u>	<u>\$ 29,665,777</u>	<u>\$ (2,404,190)</u>	<u>\$ 103,635,655</u>

\* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center

**Easter Seals New Hampshire, 555 Auburn Street, Manchester, NH 03103  
2017 Board of Directors**

Chairman

**Andrew MacWilliam**

**Richard Rawlings**

General Counsel &

Assistant Secretary

(non voting member)

**Bradford Cook, Esq.**

Past Chairman

**Jim Bee**

**Dennis Beaulieu**

**Doris Labbe**

Vice Chairman

**Tom Sullivan**

**Ben Gamache**

Vice Chairman

**Charles Goodwin**

**Rick Courtemanche**

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Treasurer

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**David Goldberg**

Assistant Treasurer

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Assistant Secretary

**Charles Panasis**

**Leslie Thompson**

**Rob Wiczorek**

Chairman – Farnum Center

**Ian MacDermott**

**Grant Morris**

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

**Employment**

7/88 to Present      President, Chief Executive Officer

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

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

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

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

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

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

Position: Facilities Director, Easter Seal School

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

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

Position: Special Education Consultant

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

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

Position: Teacher, Special Education

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

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

Position: Teacher M.R. – Department Chairman

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

Education

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

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

Service

National

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

Local

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

Recognition

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

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

**CAREER SUMMARY:**

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

**SKILLS & EXPERIENCE:**

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

**WORK HISTORY:**

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

reorganizations to multiple entities and external corporate mergers and acquisitions.

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

#### **EDUCATION:**

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

#### **SERVICE:**

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

NANCY L. ROLLINS

**EXPERIENCE**

**Easterseals, NH, VT, ME; Farnum Center/Farnum North-NH.**

555 Auburn Street  
Manchester, NH 03103

Chief Strategy Officer

November 2016 --Present

Responsible for strategic development across all organizational services and supports. Provides intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three state footprint, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seeks growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports.

Serves as a member of the Executive Leadership Team. Reports directly to the President/ Chief Executive Officer

**Goodwill Industries of Northern New England**

38 Locke Road, #2  
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy

January, 2014 – October

25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team. Report directly to the President/ Chief Executive Officer.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division of Community Based Care Services**  
129 Pleasant Street  
Concord, New Hampshire 03301

Associate Commissioner

March, 2006 – January, 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders; individuals with serious mental illness or emotional disturbance; adults aged 18-60 who have a chronic illness or disability; individuals age 60 or older; adult protective services ages 18-and up; individuals with substance abuse and alcohol abuse disorders; persons who are homeless or at –risk of homelessness; and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual’s choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner’s Senior Management and Policy Team. This senior level position was a direct report to the Commissioner

**State of New Hampshire**  
**Department of Health and Human Services**  
**Office of Medicaid Business & Policy**  
**And**  
**Division of Community Based Care Services**  
129 Pleasant Street  
Concord, NH 03301

January, 2006 – March, 2006

Interim Director

At the request of the Commissioner of the Department of Health and Human Services agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division for Children, Youth, and Families**  
129 Pleasant Street  
Concord, NH 03301

July 1995 – January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child

protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of \$124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division for Children, Youth, and Families**  
6 Hazen Drive  
Concord, NH 03301

August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services; and the Bureau of Residential Services that is responsible for the operations of the Youth Detention facility, a long-term juvenile detention facility; the Youth Services Unit, a short-term, pre-adjudication unit; and the Tobey School, a state operated residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division of Mental Health and Developmental Services**  
105 Pleasant Street  
Concord, NH 03301

February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division of Mental Health and Developmental Services**  
105 Pleasant Street  
Concord, NH 03301

March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project.

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive, three-year, statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams; facilitating a systems change process with state and local interagency planning teams; coordinating, parent support effort, minority outreach, and training initiatives; and instituting new services-delivery for children and adolescents who have a serious emotional disturbance.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division of Mental Health and Developmental Services**  
105 Pleasant Street  
Concord, NH 03301

March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services; shelters for homeless, and the Consumer Support Program (CSP) Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

**River Valley Counseling Center, Inc.**  
Chicopee Adolescent Program  
Chicopee, Massachusetts

May 1978 – February 1989

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including, individual, group, and family therapy; Adventure-Based Treatment Program; Home Supports Outreach Program; Community Agency Consultation; Court Advocacy. Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts's Department of Public Health; Department of Mental Health; Department of Social Services; Department of Youth Services; Chicopee Community Development; Pioneer Valley United Way; and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an \$850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high-school students and their families. Formed partnerships with area human service networks. Provided in-service training workshops to local schools and community agencies. Developed and

implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

**Hartford Neighborhood Centers**

Mitchell House  
Hartford, Connecticut

September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

**Springfield Girls Club/ Family Center**

Springfield, Massachusetts

September 1973 - May 1974

Child Care Worker

Provided a multi-cultural, after school recreational program for preschoolers.

**EDUCATION**

**Master of Social Work**

University of Connecticut  
School of Social Work  
West Hartford, Connecticut

Degree conferred, May 1985

Concentration in Public Policy and Administration-Minor in Group Work

**Bachelor of Science, Cum Laude**

Springfield College  
Springfield, Massachusetts

Degree conferred, May 1985

Concentration in Community, Leadership and Organizational Development

Primary Focus on Human Services Administration

## TEACHING EXPERIENCE

Dartmouth College Medical School  
Department of Psychiatry  
Dartmouth-Hitchcock Medical Center  
Lebanon, New Hampshire  
*Adjunct Faculty* January 2001- Dec. 2005

Springfield College  
School of Human Services  
Manchester, New Hampshire  
*Adjunct Faculty* May 1999 – August 2005

New Hampshire Public Manager Program  
NH Division of Personnel  
Bureau of Education and Training  
*Professional Mentor for a middle management employee* December 1997 – December 1999

University of New Hampshire  
School of Health and Human Services  
Department of Social Work  
*Adjunct Faculty* September 1996 - 1999

## PROFESSIONAL ASSOCIATIONS

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor’s Interagency Council on Homelessness (ICH) Employment Workgroup  
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 - Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present  
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families  
For the 21<sup>st</sup> Century* this initiative is co-sponsored by the National Association of Public Child Welfare  
Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council January 2006 – 2011

New Hampshire Children’s Behavioral Health Collaborative, Member Leadership Committee 2010-

August 2013

New Hampshire Interagency Coordinating Council for Women Offenders      January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD)      January 2006- December 2013

NASMHPD representative to the Children's Mental Health Subcommittee  
Chair, NASMHPD President's Task Force on Returning Veteran's  
Board Member Member-at-Large 2011-2013  
Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present  
NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013  
NASMHPD Representative to the 27<sup>th</sup> Annual Rosalyn Carter Symposium on Mental Health  
Policy, "*Building Bridges and Support for Children Exposed to Domestic Violence, Child  
Welfare and Juvenile Justice*", Atlanta, Georgia, Oct. 26 and 27, 2011.  
NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American  
Public Human Services Association

SMHRCY Representative to Children's Mental Health Subcommittee and  
NAPCWA Executive Committee, 1991 - 1994  
NH State Child Welfare Representative, 1995- Present  
NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004  
NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for  
The Placement of Children, Dec. 2004 – Nov. 2005  
NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors

Judge Baker Children's Center, Boston, Mass.  
Committee Member, 1995 – January 2006  
Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers      September 1999 - 2003

25 Walker Street  
Concord, New Hampshire

*State Advisory Board - Member- at-large*

University of New Hampshire  
School of Health and Human Services  
Department of Social Work

September 1998 – September 2002

Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health      1995 - 1998

Georgetown University Child Development Center  
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)

NH State Representative, 1989 - 1994  
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way  
Member, Substance Abuse Subcommittee  
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children 1988 -1989  
Board of Directors Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)  
Member of Statewide Board of Directors, 1985 - 1987

## CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town  
of New London appointed by Town Board of Selectmen. 2012 – 2016  
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman  
2013- 2014

At Home New Hampshire, helping seniors 'age in place' in New London, Newbury, Springfield,  
Sunapee, Sutton and Wilmot, Board of Directors. 2012 – 2014

Member of Saint Andrew's Episcopal Church, New London, NH  
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present  
Chair, May 2015 -2016  
Board Representative to the Budget Committee 2014-2017

New Hampshire Municipal Association, Board of Directors 2015 - Present

## Awards

Awarded the "*New Hampshire National Guard Distinguished Service Medal*" for providing leadership while at the Department of Health and Human Services for developing services, supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan , 20 November 2014.

Awarded the "*Commander's Award for Civilian Service*" for organizing and implementing

'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the "*Commissioner's Award*" which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15<sup>th</sup> National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

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

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

**Areas of expertise include:**

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

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

**PROFESSIONAL EXPERIENCE**

**Chief Human Resources Officer 2012-Present**

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

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

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

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

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

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

## **EDUCATION**

Bachelor of Science Degree, Keene State College, 1986  
Minor in Human Resources and Safety Management  
MS Organizational Leadership, Southern NH University (in process)

## **ORGANIZATIONS**

Manchester Area Human Resource Association  
Diversity Chair 2010  
Society for Human Resource Management  
BIA Human Resources  
Health Care & Workforce Development Committee 2009, 2010

# Susan L. Silsby

## **SUMMARY OF QUALIFICATIONS**

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- Over 25 years of experience in the non-profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

## **EDUCATION**

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University System of New Hampshire Plymouth, New Hampshire  
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National  
Sorority

## **PROFESSIONAL EXPERIENCE**

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1988- Present EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults throughout New Hampshire.

Manage all aspects of operations related to the delivery services including program development, financial management and personnel management.

Analyze trends in referrals, service delivery and funding to develop and implement strategic plans that increase the market share, enhance financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives, at all levels, to promote Easter Seals services and develop new program opportunities.

Establish and maintain effective and positive relationships with public and private agencies, referring agencies, parents, funders, and community representatives to ensure customer satisfaction and solicit increased referrals

Other positions held: Vice President of Community Based Services, Director of Vocational Services, Direct Support Professional

# Shannon M Farrell, DMD

## Experienced Dental Clinician

- Maximizing value of people and resources in dental practices
- Ensuring effective use of plan resources within dental networks
- Accelerating practice growth through integration of varied dental services
- Motivating employees and building team culture by communicating business philosophy and goals

## Experience and Accomplishments

Independent contractor  
Gentle Dental of Tilton, NH  
Dunbarton Family Dental  
Dental Arts of Bedford

2009-present

Wellness Dental, Manchester NH

2006-3/2009

*Clinical partner*

Aspen Dental, West Springfield, MA

2003-2006

*Managing Clinical Director*

1st Advantage Dental, Northampton, MA

2002-2003(Nov-June)

*Associate*

NorthEast Dental, Manchester, CT

2001-2003

*Chief Dentist*

- Provide clinical and operational practice leadership for growth-oriented group dental Practice management firm with multiple locations.
- Provide clinical services, direct day-to-day practice operations and develop strategies for patient retention. Manage employees in practice administration, laboratory, dental services

P&R Dental Strategies, New York, New York

December 2000-July 2001

*Consultant*

- Performed independent clinical reviews of insurance claims from private general dental practices, including group practices, assuring quality and standard of dental care compliance for major insurance carriers throughout the United States.

<i>Practice owner</i>	1995-2000
<i>Associate dentist</i>	1989-1995

**Education**

DMD	1985-1989	Tuff's University School of Dental Medicine,
	1983-1985	Columbia University
A.S.	1980-1982	University of Bridgeport,
		Fones School of Dental Hygiene
CDA	1977-1978	Briarwood College

**Professional licensure and certifications**

- Licensed Dentist: MA, NY, CT(inactive) NH
- Registered: Federal DEA, MA Controlled substance
- CPR professional certificate
- Advanced dental implantology, Branemark system
- Invisalign Certified
- Mini Implant Certified

**Recognition**

- Published: Journal of Prosthetic Dentistry-June, 1991

# Ellen Therrien

## Education:

*New Hampshire Community Technical Institute*  
Associate's Degree of Science in Dental Hygiene

Concord NH September 2006- May 2009  
Graduated 5/15/2009

Honors, SADHA Community Service Member

## Licensure and Credentials:

- New Hampshire Registered Dental Hygienist License
  - Northeast Regional Board Certified
  - New Hampshire Local Anesthesia License
    - CPR Certified

## Professional Experience:

Easter Seals Dental Center

Manchester, NH August 2009-Present

### Dental Hygienist

- Provide initial and recall patient care, oral prophylaxis, routine radiographs, treatment planning, sealants, oral hygiene instruction, dental and periodontal charting with Dextrix, accurate record keeping, sterilization, ordering supplies, strict adherence to OSHA safety guidelines.
- Treatment of wide variety of patients including those with special needs, disabilities, and the elderly.

Dr. Hoerltoerfer

Manchester, NH August 2013-Present

### Dental Hygienist

Moo's Place Homemade Ice Cream

Derry, NH April 2004- Oct 2010

### Manager

- Oversee and supervise staff, customer service, interview and train new employees, cash control, open/close facility
- Respond to and resolve customer complaints, inventory control
- Handle multiple tasks in a fast paced environment maintaining clean working environment

## Relevant Experience:

Merrimack Valley High School

Penacook, NH Spring 2009

### Dental Hygiene-Externship

- Performed complete prophylaxis on adolescents, mentored youths on care and prevention of oral disease and overall systemic health
- Demonstrated proper homecare for effective plaque removal, complete and accurate documentation of procedures performed

New Hampshire Department of Corrections

Concord, NH Winter 2008

### Dental Hygiene-Externship

- Performed complete prophylaxis on inmates, gave guidance and education on utilization of available oral health aids at correctional facility

Dental Hygiene Clinic - New Hampshire Community Technical Institute Concord, NH 2007-2009

- Complete prophylaxis, sealants, local anesthesia, digital radiographs, impressions, scheduling, use of Dextrix

## Community Service:

- ✚ Special Olympic Dental Screenings at UNH
- ✚ Dental Health Education for preschoolers
- ✚ Oral Health Fair at Rockingham County Nursing Home
- ✚ Oral Health Presentations for 5<sup>th</sup> Graders
- ✚ Volunteer Children's Clinic at NHTI, Concord N.H

References furnished upon request

- Present patient oral after care instructions.

### Bradford Orthodontics

Bradford, MA

*Orthodontic Dentist*

2012-2012

*Internship*

- Transferred instruments.
- Prepared dental materials.
- Taking bite registrations, impressions and pouring models.
- Sterilize/disinfect instruments and operator.
- Bracket set up.
- Separator placement.
- Tooth preparation.
- Wire removal and placement.
- Presented patient oral after care instructions.

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry Gammon	President & CEO	\$353,119	0%	\$0.00
Elin Treanor	CFO	\$225,920	0%	\$0.00
Nancy Rollins	COO	\$117,000	0%	\$0.00
Tina Sharby	CHRO	\$152,650	0%	\$0.00
Sue Silsby	SR VP – Programs	\$150,380	0%	\$0.00
Shannon Farrell	Dentist	\$155,365	9.43%	\$14,651
Ellen Therrien	Dental Hygienist	\$ 72,207	7.22%	\$5,215



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



G&C APPROVED  
Date: 5/6/15  
Item #16

March 13, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$771,894, from \$771,894 to \$1,543,788, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Catholic Medical Center	Manchester	\$142,400
Coos County Family Health Services, Inc.	Berlin	\$388,000
Easter Seals New Hampshire	Manchester	\$142,400
Families First of the Greater Seacoast	Portsmouth	\$205,336
Goodwin Community Health	Somersworth	\$189,792
Health First Family Care Center	Franklin	\$95,792
Lamprey Health Care, Inc.	Newmarket	\$96,394
Monadnock Community Hospital	Peterborough	\$95,792
Speare Memorial Hospital	Plymouth	\$91,482
Tri-County Community Action Program, Inc.	Berlin	\$96,400
<b>TOTAL:</b>		<b>\$1,543,788</b>

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.

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

**See attachment for financial details**

### **EXPLANATION**

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are ten of a total fifteen contracts awarded as the result of a competitive bid process. The remaining five originally awarded contracts are in different stages of the amendment process; the Department anticipates submitting the remaining five agreements to the Governor and Executive Council under a separate request in June 2015. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

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

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

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

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

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

<b>Catholic Medical Center (Vendor #177240-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Coos County Family Health Services, Inc. (Vendor #155327-B001)</b>			
<b>Class/Object:102-500731Service Provided:Community/School BasedActivity Code:90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$97,000	\$ 0	\$97,000
2015	\$97,000	\$ 0	\$97,000
2016	\$ 0	\$97,000	\$97,000
2017	\$ 0	\$97,000	\$97,000
<b>Subtotal</b>	<b>\$194,000</b>	<b>\$194,000</b>	<b>\$388,000</b>

<b>Easter Seals New Hampshire (Vendor #177204-B005)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Families First of the Greater Seacoast (Vendor #166629-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$29,299	\$ 0	\$29,299
2015	\$26,369	\$ 0	\$26,369
2016	\$ 0	\$29,299	\$29,299
2017	\$ 0	\$26,369	\$26,369
<b>Subtotal</b>	<b>\$55,668</b>	<b>\$55,668</b>	<b>\$111,336</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Goodwin Community Health (Vendor #154703-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Health First Family Care Center (Vendor #158221-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Lamprey Health Care, Inc. (Vendor #177677-R001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$25,367	\$ 0	\$25,367
2015	\$22,830	\$ 0	\$22,830
2016	\$ 0	\$25,367	\$25,367
2017	\$ 0	\$22,830	\$22,830
<b>Subtotal</b>	<b>\$48,197</b>	<b>\$48,197</b>	<b>\$96,394</b>

<b>Monadnock Community Hospital (Vendor #177164-B006)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Speare Memorial Hospital (Vendor #177178-B002)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$24,074	\$ 0	\$24,074
2015	\$21,667	\$ 0	\$21,667
2016	\$ 0	\$24,074	\$24,074
2017	\$ 0	\$21,667	\$21,667
<b>Subtotal</b>	<b>\$45,741</b>	<b>\$45,741</b>	<b>\$91,482</b>

<b>Tri-County Community Action Program, Inc. (Vendor #177195-B011)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,952	\$ 0	\$22,952
2015	\$25,248	\$ 0	\$25,248
2016	\$ 0	\$22,952	\$22,952
2017	\$ 0	\$25,248	\$25,248
<b>Subtotal</b>	<b>\$48,200</b>	<b>\$48,200</b>	<b>\$96,400</b>
<b>TOTAL</b>	<b>\$771,894</b>	<b>\$771,894</b>	<b>\$1,543,788</b>



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 Easter Seals New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #93), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$142,400
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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,

3/23/15  
Date

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

3/3/15  
Date

Easter Seals New Hampshire  
[Signature]  
NAME Elin Mullan  
TITLE CFO

Acknowledgement:  
State of New Hampshire, County of Hillsborough on March 3 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  
Wendy M. Boalec

My commission expires: 10/15/19

New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services



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

OFFICE OF THE ATTORNEY GENERAL

4/9/15  
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:



## Scope of Services

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

#### 1. General Provisions

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

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

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

##### 1.2. Eligibility and Income Determination

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

##### 1.3. Relevant Policies and Guidelines

The community-based oral health program shall:

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

##### 1.4. Numbers Served

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

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Exhibit A Amendment #1

**1.5. 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:

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

**1.6. 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:

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

**1.7. Publications Funded Under Contract**

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



Exhibit A Amendment #1

**1.8. Subcontractors**

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

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

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

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

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

**2.2. Staffing Provisions**

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

**2.3. Staffing Changes**

- 2.3.1. New Hires: The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this

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scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

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

**2.4. Coordination of Services**

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

**2.5. Meetings and Trainings**

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

**3. Quality or Performance Improvement**

**3.1. Work plans**

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

**3.2. Data and Reporting Requirements**

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

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

**3.3. On-Site Reviews**

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

**3.4. Performance Measures**

- 3.4.1. Community-Based Performance Measures:
  - A minimum of 650 pediatric clients (ages 0 <19 years) will receive oral screenings
  - A minimum of 650 adult clients (19 years and older) will receive oral screenings
  - Percent of clients receiving prophylaxis (cleanings)
  - Percent of clients receiving restorative treatment
  - Percent of children receiving dental sealants
  - Percent of broken dental appointments

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**Method and Conditions Precedent to Payment**

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$36,100 in SFY 2016 and \$35,100 in SFY 2017 for oral health initiatives, for a total amount of \$71,200.
  - b. Funding is available as follows:
    - \$31,826 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$39,374 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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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**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.

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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 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.

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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.

*E.T*

*3/3/2011*

*Handwritten initials*

*93 Beach*



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



*6/19/13  
# 93*

May 24, 2013

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

REQUESTED ACTION

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

Summary of contracted amounts by vendor:

*44.7% Federal 55.3% General Fund*

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
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Funds to support this request are anticipated to be available in the following account for SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

See attachment for financial details

#### EXPLANATION

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
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Sixteen agencies submitted 19 proposals. An evaluation committee of fourteen reviewers, internal and external to the Division of Public Health Services, evaluated the proposals. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services who hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations.

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

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

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

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

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

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

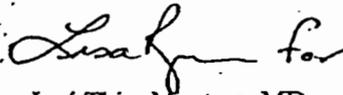
Area served: Statewide.

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
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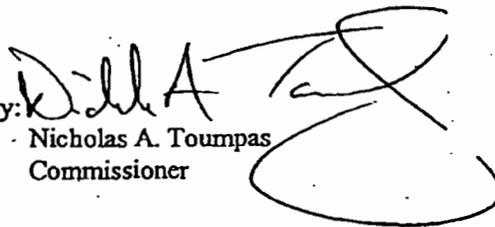
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 64,716.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 20,000.00	\$ 26,800.00	\$ 46,800.00	\$ 42,000.00	\$ 20,309.00	\$ 20,309.00	\$ 28,194.00
	\$ 20,000.00	\$ 26,800.00	\$ 46,800.00	\$ 42,000.00	\$ 20,309.00	\$ 20,309.00	\$ 28,194.00
	\$ 40,000.00	\$ 53,600.00	\$ 93,600.00	\$ 84,000.00	\$ 40,618.00	\$ 84,000.00	\$ 56,388.00
	\$ 23,500.00	\$ 22,808.00	\$ 46,308.00	\$ 36,100.00	\$ 22,808.00	\$ 36,100.00	\$ 25,367.00
	\$ 23,500.00	\$ 25,088.00	\$ 48,588.00	\$ 35,100.00	\$ 25,088.00	\$ 35,100.00	\$ 22,830.00
	\$ 47,000.00	\$ 47,896.00	\$ 94,896.00	\$ 71,200.00	\$ 47,896.00	\$ 71,200.00	\$ 48,197.00

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

Program Name Oral Health Program

Contract Purpose Access to prevention and restorative dental treatment

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

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 85,263.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 88,085.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 173,348.00	\$ 36,154.00	\$ 64,000.00	\$ 80,000.00	\$ 100,000.00	\$ 42,000.00	\$ 80,544.00
	\$ 22,808.00	\$ 22,808.00	\$ 24,074.00	\$ 22,808.00	\$ -	\$ -	\$ 22,952.00
	\$ 25,088.00	\$ 25,088.00	\$ 21,667.00	\$ 25,088.00	\$ -	\$ -	\$ 25,248.00
	\$ 47,896.00	\$ 47,896.00	\$ 45,741.00	\$ 47,896.00	\$ -	\$ -	\$ 48,200.00

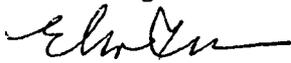
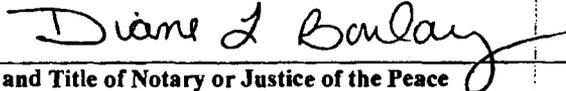
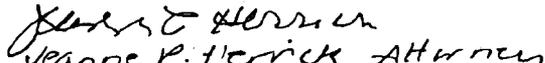
Subject: Community-based oral health services will be provided to underserved people in greater Manchester

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

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



**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Suite 12, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #93, and subsequently amended on May 6, 2015, Item #16, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$49,869 from \$205,336 to read: \$255,205.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018
  - Add Exhibit B-2 Budget SFY 2018



New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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

6/19/17  
Date

[Signature]  
Name: Lisa Morris, MSSW  
Title: Director

Families First of the Greater Seacoast

June 14, 2017  
Date

[Signature]  
Name: Helen B. Toff  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Rockingham on June 14, 2017 before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace: **Kimberlee A. Durkee  
Notary Public**

My Commission Expires: **My Commission Expires  
April 3, 2018**

**New Hampshire Department of Health and Human Services**  
**Statewide Community and School-Based Oral Health Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 6/27/17

Name: [Signature]  
Title: Ms. Ann A. [Signature]

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 SFY 2018

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

**Bidder/Contractor Name:** Families First of Greater Seacoast

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

**Budget Period:** SFY 2018

Line Item:	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 20,394.00	\$ -	\$ 20,394.00	
2. Employee Benefits	\$ 3,106.00	\$ -	\$ 3,106.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 23,500.00</b>	<b>\$ -</b>	<b>\$ 23,500.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 Budget SFY 2018

Contractor Initials:   JAS  

Date:   6/14/17

**Exhibit B-2 Budget SFY 2018**

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

**Bidder/Contractor Name:** Families First of the Greater Seacoast

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

**Budget Period:** SFY 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 26,369.00	\$ -	\$ 26,369.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 26,369.00</b>	<b>\$ -</b>	<b>\$ 26,369.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-2 Budget SFY 2018

Contractor Initials:   JRT  

Date:   6/14/17

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 28, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 101090



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

I, Mike Burke, do hereby certify that:  
(Name of ~~Clerk~~ of the Corporation; cannot be contract signatory)  
Treasurer

1. I am a duly elected ~~Clerk~~ of Families First of the Greater Seacoast  
Treasurer (Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on June 14, 2017  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of

community + school based Oral Health services.

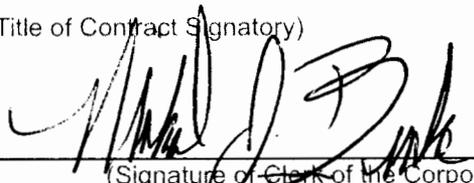
**RESOLVED:** That the Executive Director / President  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 14th day of June, 2017.  
(Date Contract Signed)

4. Helen B. Talt is the duly elected  
Executive Director / President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

  
\_\_\_\_\_  
(Signature of Clerk of the Corporation)  
Treasurer

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 14 day of June, 2017.

By Mike Burke - Michael J Burke  
(Name of ~~Clerk~~ of the Corporation)  
Treasurer

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Kimberlee A. Durkee  
**Notary Public**  
**My Commission Expires**  
**April 3, 2018**



# **Families First**

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*support for families...health care for all*

## **Mission Statement**

Families First Health and Support Center contributes to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay.

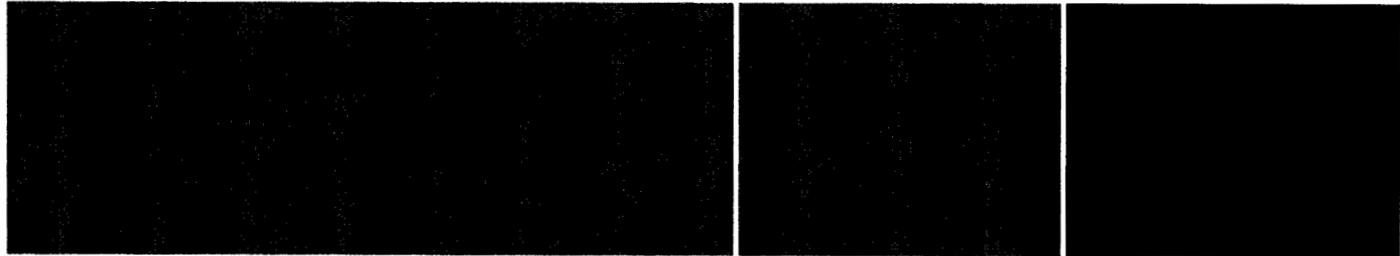
## **Vision Statement**

We envision a strong community that provides fully for the health and well-being of all its members.

## **Guiding Principles**

Families First will:

- offer a broad array of health and family services to meet evolving community needs;
- meet a standard of excellence in all services;
- ensure that no one is turned away due to inability to pay;
- treat clients respectfully and with concern for dignity;
- integrate services wherever possible;
- partner with other organizations to help realize our vision.



# Families First

*support for families...health care for all*

FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Families First of the Greater Seacoast

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheets as of June 30, 2016 and 2015, 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 Families First of the Greater Seacoast as of June 30, 2016 and 2015, 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.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
November 9, 2016

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Balance Sheets**

**June 30, 2016 and 2015**

**ASSETS**

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 726,265	\$ 350,670
Patient accounts receivable, less allowance for uncollectible accounts of \$62,155 in 2016 and \$54,489 in 2015	337,248	297,832
Grants receivable	85,670	72,622
Current portion of pledges receivable	197,507	275,467
Other current assets	<u>36,247</u>	<u>26,601</u>
Total current assets	1,382,937	1,023,192
Investments	156,031	99,769
Investment in limited liability company	16,204	-
Assets limited as to use	1,450,076	1,680,036
Property and equipment, net	<u>573,466</u>	<u>418,783</u>
Total assets	<u>\$ 3,578,714</u>	<u>\$ 3,221,780</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Accounts payable and accrued expenses	\$ 112,479	\$ 52,580
Accrued payroll and related expenses	463,760	313,185
Patient deposits	58,215	47,922
Deferred revenue	<u>35,501</u>	<u>60,200</u>
Total liabilities	<u>669,955</u>	<u>473,887</u>
Net assets		
Unrestricted	1,238,753	915,781
Temporarily restricted	469,319	631,425
Permanently restricted	<u>1,200,687</u>	<u>1,200,687</u>
Total net assets	<u>2,908,759</u>	<u>2,747,893</u>
Total liabilities and net assets	<u>\$ 3,578,714</u>	<u>\$ 3,221,780</u>

---

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

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Statements of Operations**

**Years Ended June 30, 2016 and 2015**

	<u><b>2016</b></u>	<u><b>2015</b></u>
Operating revenue		
Patient service revenue	\$ 2,627,125	\$ 2,152,348
Provision for bad debts	<u>(63,508)</u>	<u>(37,705)</u>
Net patient service revenue	2,563,617	2,114,643
Grants and contracts	1,689,549	1,332,274
Contributions	1,003,671	1,348,525
Equity earnings of limited liability company	15,704	-
Other operating revenue	68,811	120,613
Net assets released from restrictions for operations	<u>840,222</u>	<u>1,159,515</u>
Total operating revenue	<u><b>6,181,574</b></u>	<u><b>6,075,570</b></u>
Operating expenses		
Salaries and benefits	4,389,821	4,121,046
Other operating expenses	1,507,681	1,211,689
Depreciation	83,306	80,984
Interest expense	<u>-</u>	<u>6,666</u>
Total operating expenses	<u><b>5,980,808</b></u>	<u><b>5,420,385</b></u>
Operating income	<u><b>200,766</b></u>	<u><b>655,185</b></u>
Non-operating revenue and gains		
Investment income	3,057	2,452
Gain on sale of capital asset	-	34,844
Change in fair value of investments	<u>(5,851)</u>	<u>(3,756)</u>
Total non-operating revenue and gains	<u><b>(2,794)</b></u>	<u><b>33,540</b></u>
Excess of revenue over expenses	197,972	688,725
Contributions received for capital acquisition	125,000	-
Net assets released for capital acquisition	<u>-</u>	<u>234,118</u>
Increase in unrestricted net assets	<u><b>\$ 322,972</b></u>	<u><b>\$ 922,843</b></u>

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

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Statements of Changes in Net Assets**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Excess of revenue over expenses	\$ 197,972	\$ 688,725
Contributions received for capital acquisition	125,000	-
Net assets released for capital acquisition	<u>-</u>	<u>234,118</u>
Increase in unrestricted net assets	<u>322,972</u>	<u>922,843</u>
Temporarily restricted net assets		
Contributions	698,982	750,695
Investment income	25,187	23,575
Change in fair value of investments	(46,053)	(26,114)
Net assets released from restrictions for operations	(840,222)	(1,159,515)
Net assets released for capital acquisition	<u>-</u>	<u>(234,118)</u>
Decrease in temporarily restricted net assets	<u>(162,106)</u>	<u>(645,477)</u>
Change in net assets	160,866	277,366
Net assets, beginning of year	<u>2,747,893</u>	<u>2,470,527</u>
Net assets, end of year	<u>\$ 2,908,759</u>	<u>\$ 2,747,893</u>

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

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Statements of Cash Flows**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 160,866	\$ 277,366
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	63,508	37,705
Depreciation	83,306	80,984
Equity earnings of limited liability company	(15,704)	-
Gain on sale of capital asset		(34,844)
Restricted contributions for long-term purposes	(125,000)	-
Change in fair value of investments	51,904	29,870
(Increase) decrease in the following assets:		
Patient accounts receivable	(102,924)	(119,498)
Grants receivable	(13,048)	44,794
Pledges receivable	77,960	332,523
Other current assets	(9,646)	7,210
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	59,899	(64,571)
Accrued payroll and related expenses	150,575	921
Patient deposits	10,293	6,949
Deferred revenue	(24,699)	48,420
Net cash provided by operating activities	<u>367,290</u>	<u>647,829</u>
Cash flows from investing activities		
Capital acquisitions	(237,989)	(217,073)
Proceeds from sale of capital asset	-	35,000
Purchase of investments	(28,742)	(363,435)
Proceeds from the sale of investments	<u>150,036</u>	<u>91,555</u>
Net cash used by investing activities	<u>(116,695)</u>	<u>(453,953)</u>
Cash flows from financing activities		
Payments on line of credit	-	(243,849)
Restricted contributions for long-term purposes	<u>125,000</u>	-
Net cash provided (used) by financing activities	<u>125,000</u>	<u>(243,849)</u>
Net increase (decrease) in cash and cash equivalents	375,595	(49,973)
Cash and cash equivalents, beginning of year	<u>350,670</u>	<u>400,643</u>
Cash and cash equivalents, end of year	<u>\$ 726,265</u>	<u>\$ 350,670</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	<u>\$ -</u>	<u>\$ 6,666</u>

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

# FAMILIES FIRST OF THE GREATER SEACOAST

## Notes to Financial Statements

June 30, 2016 and 2015

### 1. Summary of Significant Accounting Policies

#### Organization

Families First of the Greater Seacoast (Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast region (New Hampshire 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.

#### Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. 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. Estimates also affect 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 consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation or donor-imposed restrictions.

#### Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient 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 uncollectible accounts.

# FAMILIES FIRST OF THE GREATER SEACOAST

## Notes to Financial Statements

June 30, 2016 and 2015

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 54,489	\$ 51,984
Provision	63,508	37,705
Write-offs	<u>(55,842)</u>	<u>(35,200)</u>
Balance, end of year	<u>\$ 62,155</u>	<u>\$ 54,489</u>

The increase in provision is primarily due to an increase in patient balances over 120 days old.

### Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

### Investments

The Organization reports investments at fair value, and has elected to report all gains and losses in the excess (deficiency) of revenues over expenses to simplify the presentation of these amounts in the statement of operations. Investments include donor endowment funds and board-designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the 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 risks. 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.

### Investment in Limited Liability Company

The Organization is one of eight partners who have each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$16,204 and \$- at June 30, 2016 and 2015, respectively.

### Assets Limited As To Use

Assets limited as to use include assets designated by the Board of Directors for future use and donor-restricted contributions to be held in perpetuity.

# FAMILIES FIRST OF THE GREATER SEACOAST

## Notes to Financial Statements

June 30, 2016 and 2015

### **Property and Equipment**

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenues 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 temporarily restricted net assets. 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.

### **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.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations.

### **Patient Service Revenue**

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. 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.

### **Charity Care**

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

### **Donated Goods and Services**

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to \$294,007 and \$147,044 for the years ended June 30, 2016 and 2015, respectively.

# FAMILIES FIRST OF THE GREATER SEACOAST

## Notes to Financial Statements

June 30, 2016 and 2015

### Donor-Restricted Gifts

Unconditional promises to give cash and other assets 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 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 to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying 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. Given the short term nature of the pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as support until the conditions are substantially met.

### Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 5,202,419	\$ 4,706,160
Administrative and general	621,430	574,957
Fundraising	<u>156,959</u>	<u>139,268</u>
Total	<u>\$ 5,980,808</u>	<u>\$ 5,420,385</u>

### Excess of Revenue Over Expenses

The statements of operations reflect 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).

### Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 9, 2016, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**2. Investments**

Investments, stated at fair value, consisted of the following:

	<u>2016</u>	<u>2015</u>
Long-term investments	\$ 156,031	\$ 99,769
Assets limited as to use	<u>1,450,076</u>	<u>1,541,850</u>
 Total investments	 <u>\$ 1,606,107</u>	 <u>\$ 1,641,619</u>

**Fair Value of Financial Instruments**

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and 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 fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring 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.

Level 2: Significant 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.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	<u>Investments at Fair Value as of June 30, 2016</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 6,504	-	-	6,504
Mutual funds	<u>1,599,603</u>	-	-	<u>1,599,603</u>
 Total investments	 <u>\$ 1,606,107</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$ 1,606,107</u>

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

	<u>Investments at Fair Value as of June 30, 2015</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	18,248	-	-	18,248
Mutual funds	<u>1,623,371</u>	-	-	<u>1,623,371</u>
Total investments	<u>\$ 1,641,619</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,641,619</u>

Investment income and gains (losses) for cash equivalents and investments consist of the following:

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Investment income	\$ 3,057	\$ 2,452
Change in fair value of investments	(5,851)	(3,756)
Restricted net assets		
Investment income	25,187	23,575
Change in fair value of investments	<u>(46,053)</u>	<u>(26,114)</u>
Total	<u>\$ (23,660)</u>	<u>\$ (3,843)</u>

**3. Assets Limited as to Use**

Assets limited as to use consist of the following:

	<u>2016</u>	<u>2015</u>
Designated by the governing board For future use	\$ 73,142	\$ 212,115
Donor-restricted endowment		
Temporarily restricted earnings	176,247	267,234
Permanently restricted principal	<u>1,200,687</u>	<u>1,200,687</u>
Total	<u>\$ 1,450,076</u>	<u>\$ 1,680,036</u>

Assets limited as to use consisted of the following:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ -	\$ 138,186
Investments	<u>1,450,076</u>	<u>1,541,850</u>
Total	<u>\$ 1,450,076</u>	<u>\$ 1,680,036</u>

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**4. Pledges Receivable**

Pledges receivable consisted of the following:

	<u>2016</u>	<u>2015</u>
Scheduled amounts due in:		
Less than one year	\$ <u>197,507</u>	\$ <u>275,467</u>

Pledges receivable have not been discounted as the amount is not material to the financial statements as a whole. The Organization believes all pledges are fully collectible.

**5. Property and Equipment**

Property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Leasehold improvements	\$ 179,031	\$ 179,031
Furniture, fixtures, and equipment	<u>1,037,550</u>	<u>799,559</u>
Total cost	<u>1,216,581</u>	978,590
Less accumulated depreciation	<u>(643,115)</u>	<u>(559,807)</u>
Property and equipment, net	<u>\$ 573,466</u>	<u>\$ 418,783</u>

**6. Line of Credit**

The Organization has a \$250,000 line of credit with a local bank through May 1, 2017. The line of credit is collateralized by accounts receivable. The interest rate at June 30, 2016 was 3.50%. There was no outstanding balance at June 30, 2016 and 2015.

**7. Temporarily and Permanently Restricted Net Assets**

Temporarily and permanently restricted net assets consisted of the following:

	<u>2016</u>	<u>2015</u>
Temporarily restricted		
Unrestricted pledges receivable	\$ 213,711	\$ 275,467
Program services	95,565	88,724
Endowment earnings	<u>176,247</u>	<u>267,234</u>
Total temporarily restricted	<u>\$ 485,523</u>	<u>\$ 631,425</u>
Permanently restricted		
Endowment	<u>\$ 1,200,687</u>	<u>\$ 1,200,687</u>

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**Return Objectives and Risk Parameters**

The Organization 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 Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

**Strategies Employed for Achieving Objectives**

To satisfy its long-term rate-of-return objectives, the Organization 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 Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

**Endowment Net Asset Composition by Type of Fund**

The endowment net asset composition by type of fund is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<b><u>2016</u></b>				
Donor-restricted endowment funds	\$ <u>          -</u>	\$ <u>  176,247</u>	\$ <u>1,200,687</u>	\$ <u>1,376,934</u>
<b><u>2015</u></b>				
Donor-restricted endowment funds	\$ <u>          -</u>	\$ <u>  267,234</u>	\$ <u>1,200,687</u>	\$ <u>1,467,921</u>

The Organization had the following endowment-related activities:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2015	\$ -	\$ 267,234	\$ 1,200,687	\$ 1,467,921
Investment return				
Investment income	-	25,187	-	25,187
Change in fair value of investments	-	(46,053)	-	(46,053)
Appropriation of endowment assets for expenditures	<u>          -</u>	<u>  (70,121)</u>	<u>          -</u>	<u>  (70,121)</u>
Endowment net assets, June 30, 2016	\$ <u>          -</u>	\$ <u>  176,247</u>	\$ <u>1,200,687</u>	\$ <u>1,376,934</u>

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2014	\$ -	\$ 336,328	\$ 1,200,687	\$ 1,537,015
Investment return				
Investment income	-	23,575	-	23,575
Change in fair value of investments	-	(26,114)	-	(26,114)
Appropriation of endowment assets for expenditures	<u>-</u>	<u>(66,555)</u>	<u>-</u>	<u>(66,555)</u>
Endowment net assets, June 30, 2015	<u>\$ -</u>	<u>\$ 267,234</u>	<u>\$ 1,200,687</u>	<u>\$ 1,467,921</u>

**9. Patient Service Revenue**

Patient service revenue follows:

	<u>2016</u>	<u>2015</u>
Medicare	\$ 267,336	\$ 215,538
Medicaid	1,595,264	1,307,387
Third-party payers and private pay	<u>764,525</u>	<u>629,423</u>
Total patient service revenue	<u>\$ 2,627,125</u>	<u>\$ 2,152,348</u>

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare and New Hampshire and Maine Medicaid). Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. 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. 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.

A summary of the payment arrangements with major third-party payers follows:

**Medicare**

Effective July 1, 2015, the Organization began to be reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2014.

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**Medicaid and Other Payers**

The Organization also has entered into payment agreements with Medicaid and 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.

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. 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 approximately \$1,222,000 and \$1,661,100 for the years ended June 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

**10. Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization contributed \$94,241 for the year ended June 30, 2016. The Organization did not incur expenses under the plan for the years ended June 30, 2015.

**11. Concentration of Risk**

The Organization grants credit without collateral to its patients, most of whom 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 was as follows as of June 30:

	<u>2016</u>	<u>2015</u>
Medicare	15 %	11 %
Medicaid	45 %	42 %
Other	<u>40 %</u>	<u>47 %</u>
	<u>100 %</u>	<u>100 %</u>

**FAMILIES FIRST OF THE GREATER SEACOAST**

**Notes to Financial Statements**

**June 30, 2016 and 2015**

**12. Commitments and Contingencies**

**Medical Malpractice Insurance**

The Organization is protected from medical malpractice risk as an 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, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice 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.

**Leases**

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2017	\$ 159,973
2018	86,659
2019	<u>7,848</u>
Total	<u>\$ 254,480</u>

Rental expense amounted to \$142,017 and \$133,381 for the years ended June 30, 2016 and 2015, respectively. Rent expense includes a charge per square foot for utilities and housekeeping services.

**Families First Health and Support Center  
Board of Directors, 2016-2017**

	<b>First</b>	<b>Name</b>	<b>Board Position</b>	<b>Address</b>
1	Linda	Sanborn, CPA	Chair	Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
2	Thomas "Tom"	Newbold	Vice Chair	Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
3	Kristen	Hanley	Secretary	Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
4	Mike	Burke, CPA	Treasurer	Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
5	Karin	Barndollar		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
6	Lisa	Desiderio		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
7	Barbara	Henry		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
8	John "Jack"	Jamison		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
9	Jo	Jordon		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
10	Josephine (Jo)	Lamprey		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
11	Patricia	Locuratolo, MD		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
12	John	Pelletier		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
13	Kerri	Ruggiero		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
14	Mary	Schleyer		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
15	Kathy	Scheu		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
16	Dan	Schwarz, Esq.		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801
17	Peter	Whitman		Families First Health and Support Center 100 Campus Drive Suite 1 Portsmouth, NH 03801

Note: More than half of Board members are Families First Health Center patients.

\*Several members do not have professional affiliations because they are retired, self-employed, unemployed or raising children.

**HELEN B. TAFT**



**OBJECTIVE:** A position as Administrator in the human services or health care fields.

**PROFILE:**

- Highly developed research and writing skills with emphasis on analysis and evaluation
- Excellent academic record
- Strong verbal communication and group discussion skills
- Experienced interpersonal skills
- Long-term commitment to community service

**EDUCATION:**

University of New Hampshire  
Masters of Public Administration, 1989  
Certificate of Paralegal Studies, 1982  
Smith College  
B.A. (Government) 1966

**PROFESSIONAL EXPERIENCE:**

**FAMILIES FIRST OF THE GREATER SEACOAST**, Portsmouth, NH  
Executive Director Dec. 1989 – Present  
**FOUNDATION FOR SEACOAST HEALTH**, Portsmouth, N.H  
Administrative Intern Jan. -June 1989  
**HARVEY AND MAHONEY LAW OFFICES**, Manchester, NH  
Paralegal 1982 -1988

**VOLUNTEER LEADERSHIP EXPERIENCE:**

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE** 1972 –1992  
President; First Vice-President; Board of Directors; Chair, Long Range Planning Committee; Chair, Advocacy Committee; President, Manchester Regional Executive Committee  
**UNITED WAY OF MANCHESTER** 1985 -1988  
Board of Directors; Chair, Campaign Phonothon; Venture Grant Committee  
**MANCHESTER LEAGUE OF WOMEN VOTERS** 1973 -1978  
President; Board of Directors  
**GREATER SEACOAST UNITED WAY** 1997 -1999  
Board of Directors

REFERENCES: Furnished upon request.

David C. Choate



## PROFESSIONAL OBJECTIVE

A position in **Senior Financial Management** providing the opportunity to make a strong contribution to organizational goals through continued development of professional management and financial skills.

## QUALIFICATIONS PROFILE

**Experience/ Chief Financial Officer:** Assure the financial integrity of the agency.

**Skills:**

Related skills and practices include:

- Preparing and monitoring required financial statements and reports
- Developing and revising comprehensive annual agency budgets
- Developing and updating the Administrative and Fiscal Internal Control Policies and Procedures Manual
- Supervising support staff which includes: payroll, accounts payable, accounts receivable, finance clerk, network administrator, receptionist and building maintenance
- Advising agency management and the Board of Directors in regards to fiscal planning, cost analysis auditing systems and financial reporting requirements
- Acting as the lead administrative staff for banking and investment functions, grant management and auditing functions; i.e. external and funding sources
- Reviewing and analyzing plant and equipment needs and negotiating the purchase of major equipment and financing

**Computers:**

- Windows-based PC's with various accounting software including Microsoft Great Plains Solomon
- Equation Solvers: Microsoft Office: Word, Excel and Outlook

**Administration:**

- Ensuring compliance with all applicable laws, standards, and reporting requirements of funding sources
- Preparing grant financial reports and documentations

**Education: Master Degree in Business Administration, 1989**

Southern New Hampshire University – Manchester, New Hampshire

**Bachelor of Science Degree in Business Administration-Accounting, 1974**

Thomas College – Waterville, Maine

**Accomplishments/Strengths:**

- Extensive accounting, auditing and management consulting skills
- Excellent troubleshooting and analytical skills
- Well organized and proficient with details
- Excellent interpersonal and team skills

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**PROFESSIONAL EXPERIENCE**

- January 2008 to present** FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH  
***Finance Director***
- July 2000 to June 2007** INDEPENDENCE ASSOCIATION, INC, Brunswick, Maine  
***Director of Finance & Administration***  
An agency that provides residential housing and day programs to adults and children with disabilities.  
Accomplishments:
- Streamlined and updated audit procedures to assure successful audits
  - Responsible for smooth computer conversion to Great Plains Solomon accounting software
  - Maintained and increased profits from services
- November 1995 to July 2000** METHODIST CONFERENCE HOME, INC, Rockland, Maine  
***Finance Manager***  
A senior housing agency with programs such as housing services, housing management, senior citizen meals and regional transportation.  
Accomplishments:
- Involved in obtaining finance and operating funds to build an upscale senior housing facility
  - Instituted financial administrative policies
  - Obtained line of credit for operations.
  - Computerized the accounting systems
- May 1988 to November 1995** PROFESSIONAL MANAGEMENT ASSOCIATES, Portland, Maine  
***Partner and Management Consultant***  
A business offering a wide range of management and accounting services to professionals and small to medium-sized business, both non-profit and for profit.  
Clientele:
- Small to mid-size business, i.e. food industry and pharmacies
  - Health care providers; i.e. physicians, dentists, chiropractors, hospitals and veterinarians.
- Accomplishments:
- Increased profits for companies through new financial management policies and procedures.

— *Excellent references are available upon request* —

## **Teresa Burdick**



### **PROFESSIONAL EXPERIENCE**

#### **Families First Health and Support Center, Portsmouth, NH**

Director of Health, Dental and Healthcare for the Homeless Operations	4/11 to present
Director of Health and Dental Center Operations	12/07 to 4/11
Manager of Health and Dental Center Operations	12/05 to 12/07
Office Manager	12/04 to 12/05
Billing Assistant	4/03 to 12/04
Billing Assistant/Medical Receptionist	4/02 to 4/03

#### **Gaziano Family Estate, York Harbor. ME**

Personal Family Manager	5/00 to 4/02
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#### **Kid Care of Eliot, Eliot, ME**

Executive Director	9/96 to 12/99
Program Director	8/94 to 9/96

#### **Home Day Care, Berwick. ME**

9/91 to 6/94

#### **Margowanda Boarding Home, Berwick, ME**

Certified Medical Assistant	8/88 to 8/90
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### **EDUCATION**

#### **College for Lifelong Learning**

1990-92 and 2002-04

Liberal Arts Degree Program

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services Bureau of Developmental Services

6/5/2017

**Agency Name:** Families First of the Greater Seacoast

**Name of Program/Service:** DHHS/Public Health Services-Oral Health Program - Chronic Disease Section

<b>BUDGET PERIOD:</b> SFY 17 (7/1/17 - 6/30/18)			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract (Excludes Medicaid)</b>
Helen B. Taft, Executive Director	\$107,349	0.00%	\$0.00
David C. Choate, Finance Director	\$78,853	0.00%	\$0.00
Terri Burdick	\$77,896	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>		<b>\$0.00</b>	

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, 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.

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Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



G&C APPROVED  
Date: 5/6/15  
Item #16

March 13, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$771,894, from \$771,894 to \$1,543,788, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Catholic Medical Center	Manchester	\$142,400
Coos County Family Health Services, Inc.	Berlin	\$388,000
Easter Seals New Hampshire	Manchester	\$142,400
Families First of the Greater Seacoast	Portsmouth	\$205,336
Goodwin Community Health	Somersworth	\$189,792
Health First Family Care Center	Franklin	\$95,792
Lamprey Health Care, Inc.	Newmarket	\$96,394
Monadnock Community Hospital	Peterborough	\$95,792
Speare Memorial Hospital	Plymouth	\$91,482
Tri-County Community Action Program, Inc.	Berlin	\$96,400
<b>TOTAL:</b>		<b>\$1,543,788</b>

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.

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

**See attachment for financial details**

### **EXPLANATION**

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are ten of a total fifteen contracts awarded as the result of a competitive bid process. The remaining five originally awarded contracts are in different stages of the amendment process; the Department anticipates submitting the remaining five agreements to the Governor and Executive Council under a separate request in June 2015. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

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

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

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

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

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

<b>Catholic Medical Center (Vendor #177240-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Coos County Family Health Services, Inc. (Vendor #155327-B001)</b>			
<b>Class/Object:102-500731Service Provided:Community/School BasedActivity Code90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$97,000	\$ 0	\$97,000
2015	\$97,000	\$ 0	\$97,000
2016	\$ 0	\$97,000	\$97,000
2017	\$ 0	\$97,000	\$97,000
<b>Subtotal</b>	<b>\$194,000</b>	<b>\$194,000</b>	<b>\$388,000</b>

<b>Easter Seals New Hampshire (Vendor #177204-B005)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Families First of the Greater Seacoast (Vendor #166629-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$29,299	\$ 0	\$29,299
2015	\$26,369	\$ 0	\$26,369
2016	\$ 0	\$29,299	\$29,299
2017	\$ 0	\$26,369	\$26,369
<b>Subtotal</b>	<b>\$55,668</b>	<b>\$55,668</b>	<b>\$111,336</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Goodwin Community Health (Vendor #154703-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Health First Family Care Center (Vendor #158221-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Lamprey Health Care, Inc. (Vendor #177677-R001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$25,367	\$ 0	\$25,367
2015	\$22,830	\$ 0	\$22,830
2016	\$ 0	\$25,367	\$25,367
2017	\$ 0	\$22,830	\$22,830
<b>Subtotal</b>	<b>\$48,197</b>	<b>\$48,197</b>	<b>\$96,394</b>

<b>Monadnock Community Hospital (Vendor #177164-B006)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Speare Memorial Hospital (Vendor #177178-B002)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$24,074	\$ 0	\$24,074
2015	\$21,667	\$ 0	\$21,667
2016	\$ 0	\$24,074	\$24,074
2017	\$ 0	\$21,667	\$21,667
<b>Subtotal</b>	<b>\$45,741</b>	<b>\$45,741</b>	<b>\$91,482</b>

<b>Tri-County Community Action Program, Inc. (Vendor #177195-B011)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,952	\$ 0	\$22,952
2015	\$25,248	\$ 0	\$25,248
2016	\$ 0	\$22,952	\$22,952
2017	\$ 0	\$25,248	\$25,248
<b>Subtotal</b>	<b>\$48,200</b>	<b>\$48,200</b>	<b>\$96,400</b>
<b>TOTAL</b>	<b>\$771,894</b>	<b>\$771,894</b>	<b>\$1,543,788</b>



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Suite 12, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #93), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$205,336
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1



**New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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

3/11/15

Date

Brook Dupee  
Bureau Chief

**Families First of the Greater Seacoast**

3/11/15

Date

Helen B. Telt  
NAME Helen B. Telt  
TITLE Executive Director

Acknowledgement:

State of NH, County of Rockingham on 3/11/15, 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

Exp. 12/18/18



**New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services**

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

4/8/15  
Date

OFFICE OF THE ATTORNEY GENERAL

[Signature]  
Name: Megan A. Kelly  
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:



## Scope of Services

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

#### 1. General Provisions

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

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

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

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

#### 1.2. Numbers Served

Oral assessments are to be provided to a minimum of 1,900 school students and 1,900 individuals in the dental center throughout each year of the contract term.

#### 1.3. Eligibility and Income Determination

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

#### 1.4. Relevant Policies and Guidelines

The community and school-based oral health programs shall:

- 1.4.1. Require no fee for any Medicaid client.
- 1.4.2. Assist eligible families with Medicaid enrollment directly or through referral.
- 1.4.3. Become a Medicaid provider for qualified clients.
- 1.4.4. Provide a sliding fee scale for children from families without Medicaid, SCHIP or private dental insurance.



Exhibit A Amendment #1

- 1.4.5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
- 1.4.6. Resources shall be directed to evidence-based interventions.
- 1.4.7. Explore and secure future funding sources.

**1.5. 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:

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

**1.6. 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:

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

**1.7. Publications Funded Under Contract**

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



Exhibit A Amendment #1

**1.8. Subcontractors**

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

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

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

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

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

**2.2. Staffing Provisions**

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

**2.3. Staffing Changes**

- 2.3.1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this



Exhibit A Amendment #1

scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

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

**2.4. Coordination of Services**

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

**2.5. Meetings and Trainings**

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

**3. Quality or Performance Improvement**

**3.1. Work plans**

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

**3.2. Data and Reporting Requirements**

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



**Exhibit A Amendment #1**

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

**3.3. On-Site Reviews**

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

**3.4. Performance Measures**

**3.4.1. Community-Based Performance Measures:**

- A minimum of 900 pediatric clients (ages 0 <19 years) will receive oral screenings
- A minimum of 900 adult clients (19 years and older) will receive oral screenings
- Percent of clients receiving prophylaxis (cleanings)
- Percent of clients receiving restorative treatment
- Percent of children receiving dental sealants
- Percent of broken dental appointments

**3.4.2. School-Based Performance Measures:**

- A minimum of 80% of 2nd and 3rd grade students returning consent forms
- A minimum of 300 2nd and 3rd grade students shall receive oral screenings
- Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
- Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar



Exhibit A Amendment #1

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- 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
- Percent of all 2nd and 3rd grade students screened with a history of decay



## Method and Conditions Precedent to Payment

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$52,799 in SFY 2016 and \$49,869 in SFY 2017 for oral health initiatives, for a total amount of \$102,668.
  - b. Funding is available as follows:
    - \$45,893 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$56,775 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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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**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 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.

93 Beach

②/17



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



6/19/13  
# 93

May 24, 2013

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

REQUESTED ACTION

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

Summary of contracted amounts by vendor:

44.7% Federal 55.3% General Fund

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

May 24, 2013

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

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

See attachment for financial details

#### EXPLANATION

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
Page 3 of 4

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

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

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

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

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

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

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

Area served: Statewide.

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
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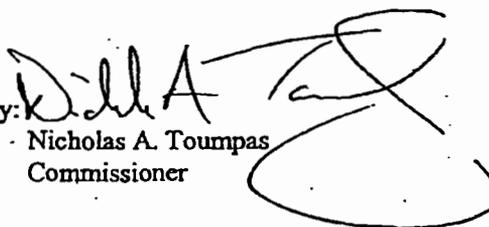
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 64,716.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 26,800.00	\$ 20,000.00	\$ 46,800.00	\$ 26,800.00	\$ 20,000.00	\$ 20,000.00	\$ 46,800.00
	\$ 26,800.00	\$ 20,000.00	\$ 46,800.00	\$ 26,800.00	\$ 20,000.00	\$ 20,000.00	\$ 46,800.00
	\$ 53,600.00	\$ 40,000.00	\$ 93,600.00	\$ 53,600.00	\$ 40,000.00	\$ 40,000.00	\$ 93,600.00
	\$ 22,808.00	\$ 23,500.00	\$ 46,308.00	\$ 22,808.00	\$ 23,500.00	\$ 23,500.00	\$ 46,308.00
	\$ 25,088.00	\$ 23,500.00	\$ 48,588.00	\$ 25,088.00	\$ 23,500.00	\$ 23,500.00	\$ 48,588.00
	\$ 47,896.00	\$ 47,000.00	\$ 94,896.00	\$ 47,896.00	\$ 47,000.00	\$ 47,000.00	\$ 94,896.00
	\$ 36,100.00	\$ 22,808.00	\$ 58,908.00	\$ 36,100.00	\$ 22,808.00	\$ 22,808.00	\$ 58,908.00
	\$ 35,100.00	\$ 25,088.00	\$ 60,188.00	\$ 35,100.00	\$ 25,088.00	\$ 25,088.00	\$ 60,188.00
	\$ 71,200.00	\$ 47,896.00	\$ 119,096.00	\$ 71,200.00	\$ 47,896.00	\$ 47,896.00	\$ 119,096.00
	\$ 20,309.00	\$ 20,309.00	\$ 40,618.00	\$ 20,309.00	\$ 20,309.00	\$ 20,309.00	\$ 40,618.00
	\$ 22,808.00	\$ 22,808.00	\$ 45,616.00	\$ 22,808.00	\$ 22,808.00	\$ 22,808.00	\$ 45,616.00
	\$ 25,088.00	\$ 25,088.00	\$ 50,176.00	\$ 25,088.00	\$ 25,088.00	\$ 25,088.00	\$ 50,176.00
	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00	\$ 47,896.00	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00
	\$ 20,309.00	\$ 20,309.00	\$ 40,618.00	\$ 20,309.00	\$ 20,309.00	\$ 20,309.00	\$ 40,618.00
	\$ 22,808.00	\$ 22,808.00	\$ 45,616.00	\$ 22,808.00	\$ 22,808.00	\$ 22,808.00	\$ 45,616.00
	\$ 25,088.00	\$ 25,088.00	\$ 50,176.00	\$ 25,088.00	\$ 25,088.00	\$ 25,088.00	\$ 50,176.00
	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00	\$ 47,896.00	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00

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

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

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 85,263.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 88,085.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 173,348.00	\$ 36,154.00	\$ 64,000.00	\$ 80,000.00	\$ 100,000.00	\$ 42,000.00	\$ 80,544.00
	\$ 22,808.00	\$ 22,808.00	\$ 24,074.00	\$ 22,808.00	\$ -	\$ -	\$ 22,952.00
	\$ 25,088.00	\$ 25,088.00	\$ 21,667.00	\$ 25,088.00	\$ -	\$ -	\$ 25,248.00
	\$ 47,896.00	\$ 47,896.00	\$ 45,741.00	\$ 47,896.00	\$ -	\$ -	\$ 48,200.00

Subject: Community and school-based oral health services for underserved individuals in the Families First service area

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Families First of the Greater Seacoast		1.4 Contractor Address 100 Campus Drive, Suite 12 Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 422-8208 Ext. 120	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$102,668
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature <i>Helen B. Taft</i>		1.12 Name and Title of Contractor Signatory <i>Helen B. Taft, Executive Director</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Brockingham</u> On <u>3/12/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Nancy Casko</i>		My Commission Expires March 7, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Nancy Casko, 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. Herrick, Attorney</i> On: <i>28 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.

Contractor Initials: JKS  
Date: 3/13/13

## 8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, 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 New Hampshire 108, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #93, and subsequently amended on May 6, 2015, Item #16, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$48,588 from \$189,792 to read: \$238,380.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018
  - Add Exhibit B-2 Budget SFY 2018



**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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,

6/19/17  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Name: Lisa Morris, MSSW  
Title: Director

Goodwin Community Health

6-15-17  
Date

[Signature]  
Name:  
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Strafford on 6-15-2017, before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Elizabeth Clemence, Notary  
Name and Title of Notary or Justice of the Peace

ELIZABETH A. CLEMENCE  
Notary Public, State of New Hampshire  
My Commission Expires April 6, 2021

My Commission Expires:

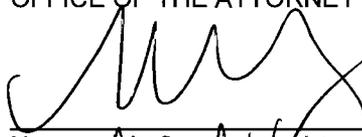
**New Hampshire Department of Health and Human Services**  
**Statewide Community and School-Based Oral Health Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 6/27/17

  
Name: Meg A. Goss  
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: \_\_\_\_\_



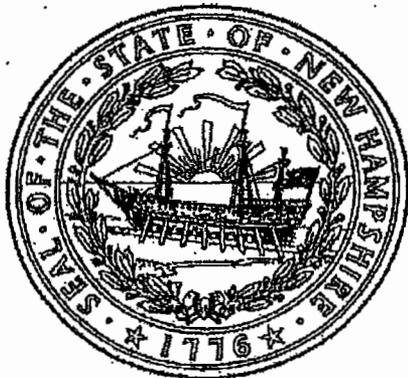


**State of New Hampshire**  
**Department of State**

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 registered to transact business in New Hampshire on August 18, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65587



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. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Mark P. Boulanger, of Goodwin Community Health, do hereby certify that:

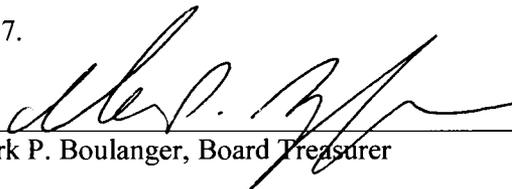
1. I am the duly elected Board Treasurer of Goodwin Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Goodwin Community Health, duly held on January 17, 2017;

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.

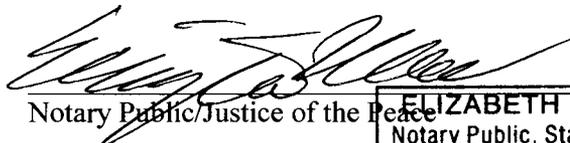
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 15, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Treasurer of Goodwin Community Health this 15<sup>th</sup> day of June, 2017.

  
\_\_\_\_\_  
Mark P. Boulanger, Board Treasurer

STATE OF NH  
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2017 by Mark Boulanger.

  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_

<b>ELIZABETH A. CLEMENCE</b> Notary Public, State of New Hampshire My Commission Expires April 6, 2021
--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/5/2016

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 One Sundial Ave Suite 302N Manchester, NH 03102	CONTACT NAME: Lorraine Michals, CIC
	PHONE (A/C, No, Ext): (603) 716-2362      FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: lmichals@clarkinsurance.com
INSURED  Goodwin Community Health 311 Route 108 Somersworth, NH 03878	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A: Acadia      31325
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E: INSURER F:

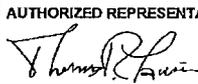
COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

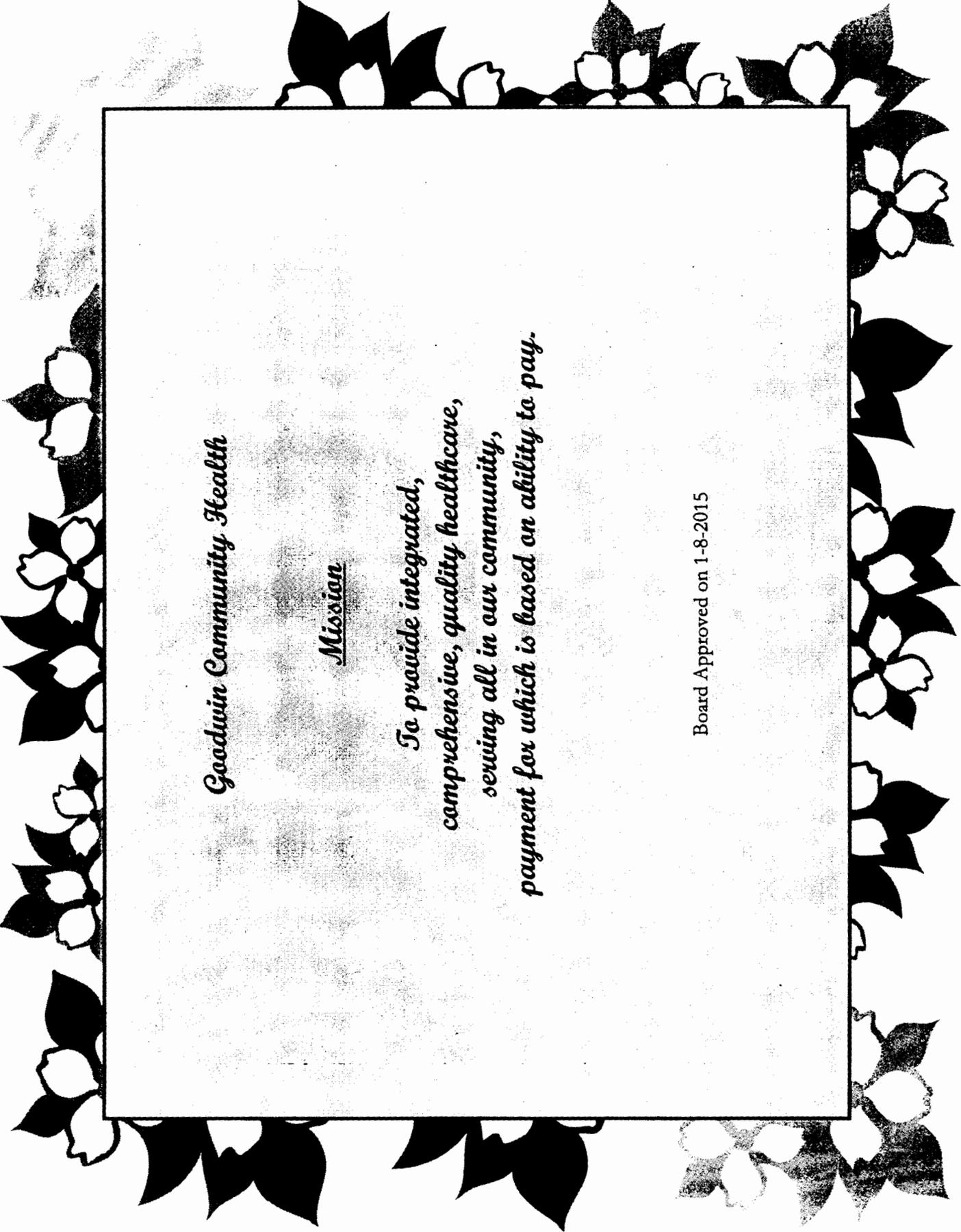
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSD 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  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ADV5212020-11	07/31/2016	07/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ADV5212020-11	07/31/2016	07/31/2017	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		CUA5214125-11	07/31/2016	07/31/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WCA5212021-11	07/31/2016	07/31/2017	<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

State of New Hampshire Department of Health and Human Services 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 
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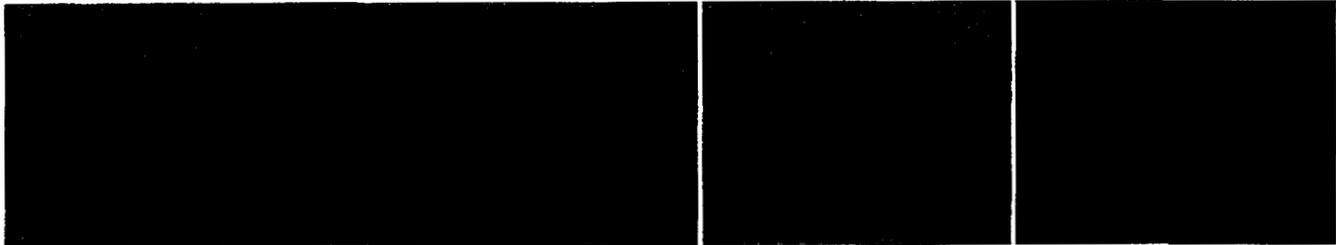
A decorative border of black silhouettes of leaves and flowers surrounds the central text area.

*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



**CONSOLIDATED FINANCIAL STATEMENTS**

and

***REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING  
STANDARDS AND THE UNIFORM GUIDANCE***

**June 30, 2016 and 2015**

**With Independent Auditor's Report**



**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Goodwin Community Health and Subsidiary as of June 30, 2016 and 2015, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

**Other Matter**

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, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis 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 U.S. generally accepted auditing standards. In our opinion, the information 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 13, 2016 on our consideration of Goodwin Community Health and Subsidiary's internal control over financial reporting and on our tests of their 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 Goodwin Community Health and Subsidiary's internal control over financial reporting and compliance.

*Berry Duann McNeil & Parker, LLC*

Manchester, New Hampshire  
December 13, 2016

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Consolidated Balance Sheets (Concluded)**

**June 30, 2016 and 2015**

**LIABILITIES AND NET ASSETS (DEFICIT)**

	<u>2016</u>	<u>2015</u>
Continuing operations		
Current liabilities		
Line of credit	\$ -	\$ 56,500
Accounts payable and accrued expenses	115,852	181,271
Accrued payroll and related expenses	483,582	358,224
Current maturities of long-term debt	<u>27,490</u>	<u>155,389</u>
Total current liabilities	626,924	751,384
Long-term debt, less current maturities	<u>501,789</u>	<u>701,676</u>
Total liabilities	1,128,713	1,453,060
Net assets		
Unrestricted	<u>9,282,126</u>	<u>7,574,877</u>
Total liabilities and net assets, continuing operations	<u>10,410,839</u>	<u>9,027,937</u>
Discontinued operations		
Current liabilities		
Accounts payable and accrued expenses	-	124,973
Accrued payroll and related expenses	-	75,256
Current maturities of long-term debt	<u>-</u>	<u>6,351</u>
Total current liabilities	-	206,580
Long-term debt, less current maturities	<u>-</u>	<u>6,605</u>
Total liabilities	-	213,185
Net assets (deficit)		
Unrestricted	<u>34,054</u>	<u>(49,806)</u>
Total liabilities and net assets (deficit), discontinued operations	<u>34,054</u>	<u>163,379</u>
Total liabilities	1,128,713	1,666,245
Total net assets	<u>9,316,180</u>	<u>7,525,071</u>
Total liabilities and net assets	<u>\$ 10,444,893</u>	<u>\$ 9,191,316</u>

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Consolidated Statements of Operations and Changes in Net Assets (Concluded)**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Discontinued operations		
Operating revenue and support		
Patient service revenue	\$ 279,763	\$ 823,473
(Provision for) reduction in allowance for bad debts	<u>(19,466)</u>	<u>1,030</u>
Net patient service revenue	260,297	824,503
Grants, contracts, and contributions	1,522	1,207
Gain on disposal of discontinued operations	147,156	-
Other operating revenue	<u>572</u>	<u>91,358</u>
Total operating revenue and support	<u>409,547</u>	<u>917,068</u>
Operating expenses		
Salaries and benefits	257,382	732,415
Other operating expenses	65,523	139,200
Depreciation	2,651	1,221
Interest expense	<u>131</u>	<u>258</u>
Total operating expenses	<u>325,687</u>	<u>873,094</u>
Excess of revenue over expenses and increase in unrestricted net assets, discontinued operations	<u>83,860</u>	<u>43,974</u>
Increase in unrestricted net assets	1,791,109	1,781,426
Unrestricted net assets, beginning of year	<u>7,525,071</u>	<u>5,743,645</u>
Unrestricted net assets, end of year	<u>\$ 9,316,180</u>	<u>\$ 7,525,071</u>

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**  
**Consolidated Statements of Cash Flows (Concluded)**  
**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from financing activities		
Grants for capital acquisition	122,839	125,397
Payments on long-term debt	(327,786)	(148,229)
Payments on line of credit	<u>(4,500)</u>	<u>(112,000)</u>
Net cash used by financing activities from continuing operations	<u>(209,447)</u>	(134,832)
Net cash used by financing activities from discontinued operations	<u>(12,956)</u>	<u>(7,014)</u>
Net cash used by financing activities	<u>(222,403)</u>	<u>(141,846)</u>
Net increase in cash and cash equivalents	967,513	1,014,309
Cash and cash equivalents, beginning of year	<u>1,669,888</u>	<u>655,579</u>
Cash and cash equivalents, end of year	<u>\$ 2,637,401</u>	<u>\$ 1,669,888</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 33,407	\$ 45,425
Noncash transaction - debt forgiveness	52,000	25,000

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

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### Income Taxes

GCH is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, GCH 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. GBMHA is a non-exempt organization and files applicable Form 1120 (corporate return). No provision for income taxes was necessary for the years ended June 30, 2016 and 2015.

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 consolidated financial statements. The Organization is subject to U.S. federal and state examinations by tax authorities for the years ended June 30, 2012 through June 30, 2016.

### Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

### Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient 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 uncollectible accounts during 2016 or 2015.

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 81,378	\$ 88,420
Provision	331,787	255,044
Write-offs	<u>(284,170)</u>	<u>(262,086)</u>
Balance, end of year	<u>\$ 128,995</u>	<u>\$ 81,378</u>

The increase in the allowance is primarily due to an increase in the amount due from patients with commercial insurance as a result of increased deductibles and co-pays.

### Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

## GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

### Notes to Consolidated Financial Statements

June 30, 2016 and 2015

#### 340B Drug Pricing Program

The Organization, as an 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 contracted 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 and drug costs 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.

#### Donor-Restricted Gifts

Unconditional promises to give cash and other assets 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 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 to unrestricted net assets and reported in the consolidated statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

#### Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 7,042,192	\$ 6,377,552
Administrative and general	1,301,950	1,160,709
Fundraising	<u>259,101</u>	<u>180,836</u>
Total	<u>\$ 8,603,243</u>	<u>\$ 7,719,097</u>

#### Excess of Revenue Over Expenses

The consolidated statements of operations reflect 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).

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**3. Line of Credit**

The Organization has 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, 2016 and 2015 were \$- and \$56,500, respectively.

**4. Long-Term Debt**

Long-term debt consists of the following:

	<u>2016</u>	<u>2015</u>
Variable-rate note payable to a local bank, payable in monthly installments of \$4,464, including interest at 4.75%, through December 2018, at which time the interest will be adjusted to the Federal Home Loan Bank of Boston Rate plus 2.5% and every five years thereafter through December 2029, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 2).	\$ 529,279	\$ 556,504
Note payable to a not-for-profit corporation, payable in monthly installments of \$8,069, including interest at 5.25%, through September 2017, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 2) and all other assets. The note was paid in full during 2016.	-	205,217
Note payable to a local bank, payable in monthly installments of \$1,860, including interest at 4.75%, through January 2019, collateralized by all assets. The note was paid in full during 2016.	-	73,251
Note payable to the New Hampshire Health and Education Facilities Authority, payable in monthly installments of \$1,709, including interest at 1.00%, through July 2016. The note is unsecured.	-	22,093
Variable-rate note payable to a local bank, payable in monthly installments of \$596, including interest at Prime plus 1.5% with a 4% floor, currently at 4.75%, through June 2017, collateralized by all assets of GBMHA and an unlimited corporate guaranty of GCH.	-	<u>12,956</u>
Total long-term debt	<b>529,279</b>	870,021
Less current maturities	<u>27,490</u>	<u>161,740</u>
Long-term debt, less current maturities	<b><u>\$ 501,789</u></b>	<b><u>\$ 708,281</u></b>

# GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### Medicare

Effective July 1, 2015, the Organization began to be reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically adjusted rate determined by federal guidelines. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2015.

### Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and 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.

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. 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 approximately \$485,000 and \$486,000 for the years ended June 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

### **6. Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. In 2011, the Organization temporarily suspended the employer match. During 2016, the match was reinstated and contributions amounted to \$22,668.

### **7. WIC Food Vouchers**

The Organization 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 (Code of Federal Domestic Assistance #10.565). The value of food vouchers distributed by the Organization was \$1,463,583 and \$1,570,536 for the years ended June 30, 2016 and 2015, respectively. These amounts are not included in the accompanying consolidated financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

**SUPPLEMENTARY INFORMATION**

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**  
**Notes to Schedule of Expenditures of Federal Awards**  
**Year Ended June 30, 2016**

**1. Basis of Presentation**

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Goodwin Community Health and Subsidiary. The information in this schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). 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 Goodwin Community Health and Subsidiary.

**2. 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 the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule 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. Goodwin Community Health and Subsidiary has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Board of Directors  
Goodwin Community Health and Subsidiary

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed 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.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
December 13, 2016

Board of Directors  
Goodwin Community Health and Subsidiary

### Report on Internal Control Over Compliance

Management of the Organization 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, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, 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.

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 the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Berry Duann McNeil & Parker, LLC*

Manchester, New Hampshire  
December 13, 2016

**GOODWIN COMMUNITY HEALTH AND SUBSIDIARY**  
**Schedule of Findings and Questioned Costs (Concluded)**  
**Year Ended June 30, 2016**

**2. Financial Statement Findings**

None

**3. Federal Award Findings and Questioned Costs**

None



# Goodwin Community Health

## Board of Directors Fiscal Year 2017

Name	Title	Occupation	Consumer
David B. Staples, DDS	Chair	Dentist	x
Valerie Goodwin	Vice-Chair	Business	x
Mark Boulanger	Treasurer	CPA	
Jennifer Glidden	Secretary	DHHS Admin. Supervisor	x
Don Chick	Member	Photographer	x
Whitney Galeucia	Member		x
Lisa Hall	Member	Retired Accountant	
Allyson Hicks	Member	Hospital Finance Director	
Barbara Holstein	Member	Retired	
Abigail Sykas Karoutas	Member	Attorney	
Mathurin Malby, MD	Member	Physician	
Allison Neal	Member	Education Consultant	x
Suzanne Onufry	Member	Retired	x
Yulia Rothenberg	Member	Education Consultant	x
Marissa Scott	Member	Music Therapist	x
Jeffrey Segil, MD	Member	Physician-OB/GYN	

# JANET MARIE LAATSCH

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Professional Health Care Administrator with years of leadership experience  
in operations, finance and development.

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## SUMMARY OF SKILLS

*Budget Development and Management \* Financial projections \* Grant Writing \* Development  
Strategic Planning \* Relationship Building \* Patient Satisfaction  
Quality Improvement \* Provider Recruitment and Retention*

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## PROFESSIONAL EXPERIENCE

Goodwin Community Health, Somersworth, NH –An Innovative Federally Qualified Health Center with an integrated health care model quoted by the Commissioner as the ‘model of the future’ for NH.

### Executive Director

2005-Present

- Created an innovative, affordable health care program for small-medium businesses
- Created strategic partnerships and collaborative programs with other health care organizations
- Advanced the Health Center by receiving \$5.8M in grant funding for a new building
- Merged three locations into one, reduced costs and improved access
- Secured over \$25M in grant funding since 2001
- Initiated and integrated behavioral and primary care
- Realized revenue growth through increased collections
- Performed ongoing Board development
- Acquired a for-profit mental health practice
- Successful recruitment and retention of providers
- Submitted and awarded NCQA Medical Home, Level III Certification
- Demonstrated improvements in patient outcomes and satisfaction

### CEO Great Bay Mental Health Associates

2012-Present

- Recruited seven new therapist/prescribers
- Recognized a surplus for the first time in 12 months

### Finance Director

2003-2005

- Awarded Federally Qualified Health Center grant in 2004- \$750,000 in perpetuity
- Additional grant award for \$150,000 to expand into behavioral health
- Obtained \$450,000 in grants to initiate the oral health program
- Ended each year with a surplus
- Successful integration of oral health and primary care

### Fund Development

2001-2003

- 80% success rate for grants
- Successful annual appeals

### Grant Writing Services,

1999-2001

N. Hampton, NH

### Sole Proprietor

- Successfully wrote and received grants for health care organizations and education
- Development of a business plan for a local specialist practice.

North Shore Medical Center (Partners Health Care) 1998-1999  
Salem, MA  
Consultant for North Shore Community Health Center

- Hired for a year to improve cash flow and operations
- Successfully ended up with a surplus
- Recruitment of a Medical Director, and other providers
- Successful obtained state and federal funding to support the Health Center

Director of Nursing for ambulatory and emergency care 1993-1998

- Co-Chair of the Nursing Quality Improvement Committee
- Increased revenue per visit in the emergency room
- Successfully prepared new clinics for licensure and accreditation
- Community Benefit liaison for the hospital
- Co-Chair of the Community Health Network for the North Shore Hospital
- Obtained several awards from Partners Health Care for Community Leadership

Manager of Intermediate Cardiac Care and Telemetry Unit 1991-1993

- Reduction in length of stay by 1.5 days
- Development of a new 24 hour observation unit for patients with chest pain
- Increased skill level of nursing staff to reduce cardiac care length of stay
- Implementation of new patient care models to reduce the cost of care

Registered Nurse- Various positions as a RN including ICU, ER, Boston Visiting Nurse Assoc. 1981-1991

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**EDUCATION:**

University of New Hampshire: M.B.A. Graduated  
Durham, N.H. Concentration in Finance 1991

Northern Michigan University: B.S.N. 1981  
Marquette, M.I. Minor in Biology

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**VOLUNTEER ACTIVITIES:**

Rochester NH Rotary Member and Past President  
Board member Community Health Access Network  
Board member for Bi-State Primary Care Association  
Past United Way of the Greater Seacoast Board Member

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**LICENSES:**

N.H. Real Estate Broker  
N.H. Nursing License

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**INTERESTS/PERSONAL:**

Running, hiking, reading, leadership development

# Whitney E. Goode

## Educational Experience

- **Tufts University School of Dental Medicine**, Boston, Massachusetts  
DMD, 2007
- **Kalamazoo College**, Kalamazoo, Michigan  
Bachelor of Liberal Arts, 2003      Major: Chemistry
- **L'Ecole Supérieure de Commerce**, Clermont-Ferrand, France  
7 month study abroad program, completed an Inter Cultural Research Project entitled  
“The ways in which the Secours Catholique helps underprivileged families in French  
society”

## Work Experience

- **Avis Goodwin Community Health Care** (August 2007- Present)  
Staffed Dentist
- **Community Health Center of South Dade** (May – June 2006)  
Participated in community service externship under the direction of Dr. Sheri Watson
- **Kalamazoo College** (2002-2003)  
Performed research under the direction of Dr. Regina Stevens-Truss
- **Karmanos Cancer Institute** (June – August 2001)  
Acted as a research assistant to Dr. Diane Brown, volunteered at the Walt Breast Clinic
- **Kalamazoo College Peer Leader** (2001-2001)  
Served as a peer leader to the incoming class of 2004
- **Port Huron Municipal Marinas** (June-September 1999, 2000)  
Position: Dock Attendant

## Whitney E. Goode

- **Dr. Goode's Dental Office** (1996-2000 sporadically)

Discovered the various aspects of a dentist and a dental office's work

### Research/Scientific Achievements

- **Kalamazoo College**

Research project entitled "*Spectrophotometric analysis of nitric oxide synthase: Effects of solvent composition on the heme pocket*" published in 2003

- **Karmanos Cancer Institute in cooperation with Wayne State University**

Research project entitled "*The effects of spiritual based therapy on the emotional well-being of African American Breast Cancer Patients*" published in 2004

- Assisted in research for a medical publication and debate on orthopedic surgery. "*The Successful Treatment of Cubital Tunnel Syndrome Does Not Require Transposition of the Ulnar Nerve: proponents Statement*" published in the Journal of Hand Surgery November 1999

- **MASTER (Math and Science Technology Enriched Research)** (1995-1999)

- St. Claire County Science and Engineering Fair (1996-1999)

- ~1996 "*The effects of fluoride on tooth decay*" 2<sup>nd</sup> Place

- ~1997 "*the effects of wearing orthodontics and the stress on your body*" 1<sup>st</sup> Place

- ~1999 "*the effects of ethlenediaminetetraacetic acid on vitamin B3 deficiency in irradiated poultry*" 1<sup>st</sup> Place

- ~1998 "*the effects of ethlenediaminetetraacetic acid on poultry bacteria's susceptibility to irradiation*" Grand Prize

- International Science and Engineering Fair, Ft. Worth, TX (May 1998)

- ~ 2<sup>nd</sup> Place with same 1998 project

## **Whitney E. Goode**

### **Other Achievements**

- Dental Class Secretary (2003-2004) and (2005-2007)
- Delta Sigma Delta Dental Fraternity Secretary (2005-2006)
- Kalamazoo College Honors Award (four year merit scholarship)
- Chairperson, National Honor Society (1998-1999)
- Rotary Exchange Student Williamshaven, Germany (July 1997)

### **Activities**

- Member, Smile Squad, Tufts University (2003-2007)
- Member, Delta Sigma Delta, Tufts University (2003-2007)
- Member, SAC (Student Activities Committee), Kalamazoo College (1999-2003)
- Member & Secretary, American Chemical Society, Kalamazoo College (1999-2003)
- Volunteer, K Crew (Admissions Office Volunteer) Kalamazoo College (1999-2003)
- Soccer, travel, high school and intramural college (1991-1999, 2002-2003)
- Volunteer, Red Cross, Kalamazoo, MI and Port Huron, MI (1997-2001)
- Mentor, Bridge Builders Counseling Center, Port Huron, MI (1997-1999)

## Erin E. Ross

### Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

### Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills.

### Education

September 1998 – May 2002

**Bachelor of Science in Health Management & Policy**  
University of New Hampshire  
Durham, New Hampshire 03824

### Related Experience

July 2011 – Present

**Chief Financial Officer**  
Goodwin Community Health

- Responsible for financial oversight of center to include supervision of accountant, bookkeeper, billing department and all clinical administrative staff.
- Assist Executive Director in budgeting process each fiscal year for center.
- Generate and assist with financial aspects of all center grants received.
- Complete on an as needed basis finance analysis's of various agency programs.
- Participate in agency fiscal audit at the end of each fiscal year.
- Member of Board of Directors level Finance Committee

August 2006 – June 2011

**Service Expansion Director**  
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – August 2006

**Site Manager, Dover Location & Front Office Manager**  
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.
- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – January 2010

**Dental Coordinator**  
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.

- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004

**Administrative Assistant to Medical Director**

Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004

**Billing Associate**

Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002

**Billing Associate**

Automated Medical Systems

Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

## Work Experience

October 1998 – May 2002

**Building Manager**

Memorial Union Building – UNH

Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

## References

Available upon request

# GREGORY FREDETTE, DMD

311 Route 108  
Somersworth, NH 03878

gfredette@GoodwinCH.com  
603-749-2346

## EDUCATION:

**Tufts University School of Dental Medicine, Boston, MA**  
Doctor of Dental Medicine  
Graduation May 2012

**Worcester Polytechnic Institute, Worcester, MA**  
Bachelor of Science in Biomedical Engineering  
Graduation May 2008

## EXPERIENCE:

**Staff Dentist, Goodwin Community Health, Somersworth, NH**  
Full-time general dentist in a Federally Qualified Health Clinic that accepted all insurances, including NH Medicaid, and offered sliding fee schedule for low income patients. Performed preventative, restorative, and emergency care on a full range of dental patients.  
September 2013-Present

**Associate Dentist, Gentle Dental, Quincy, MA**  
Performed a full range of dental services, including exams and treatment plans, restorative, endodontics, crown and bridge, removable prosthodontics, and extractions.  
June 2012-August 2013

**Dental Extern, Penobscot Community Health Clinic, Bangor, ME**  
Completed a five-week dental externship in a busy dental clinic. Performed a variety of procedures, including endodontics, extractions, pediatric, and restorative dentistry  
October-November 2011

## HONORS:

Thomas B. Hunt Endowed Scholarship, 2011  
Dr. Alfred Osher and Mrs. Suzi Osher Endowed Scholarship, 2011  
National Board Dental Examination Part II, Tufts University Dean's Honor Roll, 2011  
National Board Dental Examination Part I, Tufts University Dean's Honor Roll, 2010

## PROFESSIONAL MEMBERSHIPS:

American Dental Society, 2008-Present  
Massachusetts Dental Society, 2008-Present  
New Hampshire Dental Society, 2013-Present

## PROFESSIONAL MEETINGS:

Yankee Dental Congress, Boston, MA, 2008-Present

## CONTINUING EDUCATION:

"Suture Techniques", Hur, Yong, 2013  
Yankee Dental Congress, Boston, MA  
"To Post or Not To Post?", Gulati, Harish, 2013  
Yankee Dental Congress, Boston, MA  
"21st Century Evidenced Based Endodontics", Bruder, George, 2012  
Waltham, MA  
"Troubleshooting Posterior Composites in 2012:", McManama, John, 2012  
Waltham, MA

## **DONNA H. JONES**

### **QUALIFICATIONS:**

- 30 years of professional experience in the Dental field
- Cardiopulmonary Resuscitation Certification
- State of New Hampshire Sealant certification
- State of New Hampshire X-ray certification
- Certificate of Completion on "How to Avoid Potential Collection Problems"
- Brookhaven Occupational Educational School, Yaphank, NY Dental Assisting Program
- Sinclair Community College
- DISC Seminar
- Anesthesia Assistant National Certification
- DAANCE Certification
- Nitrous Oxide Oxygen Sedation Certification
- CDA Certification
- Coronal Polishing Certification
- OSHA Officer

### **EXPERIENCE:**

#### Back Office Duties

- Assisting Dentist in all aspects of dentistry including orthodontics and implants
- Preparing instrument trays/sterilizing and disinfecting equipment
- Take digital x-rays/impressions/make bleaching trays, night guards, custom trays, etc.
- Direct Doctor to proper operatories
- Pack cord/make temporary's/pour mount and trim models, organize lab system
- Place sealants/place temporary medicated fillings/change ortho wires
- Ordering of supplies
- Treatment planning
- Full range of Oral Surgery Assisting Duties including implant coordinator

#### Front Office Duties

- Checking patients in and out
- Answering multi-line phones/Computer scheduling appointments/Recall
- Financial Arrangements/Treatment plans
- Electronic Insurance filing/benefit coverage confirmation/Medicaid
- Implemented New Computer System/ Trained office personnel in Eaglesoft
- Chart auditing/maintaining treatment records on Dentrix , Eaglesoft and OMS
- Bookkeeping/accounts receivable and payable

### **EMPLOYMENT:**

4/2012 to present	The Kids Dentist, Rochester NH, Dental Assistant
6/2008 to 7/2011	Seacoast Dental Implant and Oral Surgery Center, Portsmouth and Rochester NH, Surgical Assistant/ Front desk
9/2005 to 6/2008	Wentworth Douglass Community Dental Center, Dover NH, Dental Assistant
9/1999 to 10/2004	Dr. David Ness, Somersworth, NH Dental Assistant
9/1998 to 6/1999	Dr. Cho & Dr. Schmidt, Sacramento, CA Dental Assistant
9/1995 to 4/1998	GCDC, Dr Iwata, Anchorage, AK Dental Assistant
9/1991 to 6/1995	Dr. Mark Blumenschein, Dayton, OH, Assistant
6/1986 to 1/1991	Seacoast Oral Surgery, Dr. Auty, Dr. Clarizio, Dr. Leffingwell, Portsmouth, NH, Dental Assistant, Receptionist, Collections, Financial Advisor

## Trisha Mayotte

311 Route 108  
Somersworth, NH 03878  
(603) 749-2346

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### Objective

A position as a dental hygienist where I can utilize my my professionalism and experience to focus on patient care in a team environment.

### Education

New Hampshire Technical Institute  
Graduated May 2001

Concord, NH  
graduated with honors

### Employment

**Goodwin Community Center**  
Somersworth, NH

2014-present  
Dental Hygienist

#### responsibilities

School based program  
taken DMF and def scores  
educated children oral hygiene

sealants  
prophylaxis  
nutritional counseling

**Portsmouth Pediatrics Dentistry**  
Portsmouth, NH

2014-present  
Dental Hygienist

#### responsibilities

pediatric prophylaxis  
Digital radiographs

flouride  
education

**Dr. Stefan Wittner**  
Rochester, NH

2012-present  
Dental Hygienist

#### responsibilities

family prophylaxis  
oral hygiene instruction

radiographs  
fluoride

### References

Furnished Upon Request

**Alison J. Belmore**  
**311 Route 108**  
**Somersworth, New Hampshire 03878**  
**(603) 749-2346**

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## **EXPERIENCE**

**Goodwin Community Health, Somersworth, NH** 8/2013 - present  
**Dental Coordinator**  
Dental Insurance, Billing, Scheduling, Coordinate coverage for dental staff,  
Oversee dental orders, handle all administrative work for dental grants.

**Goodwin Community Health, Somersworth, NH** 3/2012 – 8/2013  
**Patient Advocate**  
Scheduling, Dental Pain Triage, Cashing out drawers end of day,  
Patients: 1<sup>st</sup> line of contact for billing decisions and assistance

**Aroma Joes, Somersworth, NH** 10/2009 – 3/2012  
Work with the public serving coffee and cashier

**Belknap Dental Assoc., Dover, NH** 09/2005- 08/2008  
Part-time office work and assisting with x-rays;  
hygienist charts; appointment scheduling; etc.

**Gunstock Ski Resort, Gilford, NH** 11/2204 – 03/2007  
Children's center instructor

## **EDUCATION**

Tufts University School of Dental Medicine 2011  
Continuing Education - Radiology / X-Ray Course

New England Dental Assisting School  
Dental Assisting Certificate  
Concord, NH November 2010

Great Bay Community College  
Stratham, NH full time student January, 2009 – May, 2010

Keene State College full time student September, 2008 – December 2008  
Keene, NH

Dover High School Diploma May 2008  
Dover, NH

## **OTHER**

**Rotary RYLA Leadership**  
Completed camp program

2006

**Volunteer**  
Soup kitchen and babysitting at local church; Toys 4 Tot

## **References**

Ms. Kelly Levy, Operations Manager  
Belknap Dental Associates  
Dover, NH

603-742-4735

Ms. Jennifer Carberry, Belknap Dental Hygienist

603-742-4735

Ms. Robin Parson, Children's Center Manager  
Gunstock Ski Mountain Resort  
Gilford, NH

603-293-4341

**Goodwin Community Health**

Community Based Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Laatsch	Chief Executive Officer	\$155,292	0%	\$0
Whitney Goode, DMD	Dental Director	\$162,789	0%	\$0
Erin Ross	Chief Financial Officer	\$103,522	0%	\$0
Gregory Fredette	Dentist	\$142,106	10%	\$14,213
Donna Jones	Certified Dental Assistant	\$47,258	13%	\$5,910

**Goodwin Community Health**

School Based Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Laatsch	Chief Executive Officer	\$155,292	0%	\$0
Whitney Goode, DMD	Dental Director	\$162,789	0%	\$0
Erin Ross	Chief Financial Officer	\$103,522	0%	\$0
Trish Mayotte	School Based Hygienist	\$18,751	40%	\$7,500
Alison Belmore	Dental Coordinator	\$52,520	20%	\$10,504



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



G&C APPROVED  
Date: 5/6/15  
Item #16

March 13, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$771,894, from \$771,894 to \$1,543,788, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Catholic Medical Center	Manchester	\$142,400
Coos County Family Health Services, Inc.	Berlin	\$388,000
Easter Seals New Hampshire	Manchester	\$142,400
Families First of the Greater Seacoast	Portsmouth	\$205,336
Goodwin Community Health	Somersworth	\$189,792
Health First Family Care Center	Franklin	\$95,792
Lamprey Health Care, Inc.	Newmarket	\$96,394
Monadnock Community Hospital	Peterborough	\$95,792
Speare Memorial Hospital	Plymouth	\$91,482
Tri-County Community Action Program, Inc.	Berlin	\$96,400
<b>TOTAL:</b>		<b>\$1,543,788</b>

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.

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

**See attachment for financial details**

**EXPLANATION**

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are ten of a total fifteen contracts awarded as the result of a competitive bid process. The remaining five originally awarded contracts are in different stages of the amendment process; the Department anticipates submitting the remaining five agreements to the Governor and Executive Council under a separate request in June 2015. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

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

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

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

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

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

<b>Catholic Medical Center (Vendor #177240-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Coos County Family Health Services, Inc. (Vendor #155327-B001)</b>			
<b>Class/Object:102-500731Service Provided:Community/School BasedActivity Code:90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$97,000	\$ 0	\$97,000
2015	\$97,000	\$ 0	\$97,000
2016	\$ 0	\$97,000	\$97,000
2017	\$ 0	\$97,000	\$97,000
<b>Subtotal</b>	<b>\$194,000</b>	<b>\$194,000</b>	<b>\$388,000</b>

<b>Easter Seals New Hampshire (Vendor #177204-B005)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Families First of the Greater Seacoast (Vendor #166629-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$29,299	\$ 0	\$29,299
2015	\$26,369	\$ 0	\$26,369
2016	\$ 0	\$29,299	\$29,299
2017	\$ 0	\$26,369	\$26,369
<b>Subtotal</b>	<b>\$55,668</b>	<b>\$55,668</b>	<b>\$111,336</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Goodwin Community Health (Vendor #154703-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Health First Family Care Center (Vendor #158221-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Lamprey Health Care, Inc. (Vendor #177677-R001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$25,367	\$ 0	\$25,367
2015	\$22,830	\$ 0	\$22,830
2016	\$ 0	\$25,367	\$25,367
2017	\$ 0	\$22,830	\$22,830
<b>Subtotal</b>	<b>\$48,197</b>	<b>\$48,197</b>	<b>\$96,394</b>

<b>Monadnock Community Hospital (Vendor #177164-B006)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Speare Memorial Hospital (Vendor #177178-B002)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$24,074	\$ 0	\$24,074
2015	\$21,667	\$ 0	\$21,667
2016	\$ 0	\$24,074	\$24,074
2017	\$ 0	\$21,667	\$21,667
<b>Subtotal</b>	<b>\$45,741</b>	<b>\$45,741</b>	<b>\$91,482</b>

<b>Tri-County Community Action Program, Inc. (Vendor #177195-B011)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,952	\$ 0	\$22,952
2015	\$25,248	\$ 0	\$25,248
2016	\$ 0	\$22,952	\$22,952
2017	\$ 0	\$25,248	\$25,248
<b>Subtotal</b>	<b>\$48,200</b>	<b>\$48,200</b>	<b>\$96,400</b>
<b>TOTAL</b>	<b>\$771,894</b>	<b>\$771,894</b>	<b>\$1,543,788</b>



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 #93), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$189,792
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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,

3/12/15  
Date

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

3-9-15  
Date

Goodwin Community Health  
[Signature]  
NAME  
TITLE CEO

Acknowledgement:  
State of NH, County of Stafford on 3/9/15, 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  
Comm. exp. 9/17/2019

New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services



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

OFFICE OF THE ATTORNEY GENERAL

4/22/15  
Date

*[Signature]*  
Name: Megan A. Yapij  
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:



## Scope of Services

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

#### 1. General Provisions

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

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

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

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

##### 1.2. Numbers Served

Oral assessments are to be provided to a minimum of 400 school students and 2,500 individuals in the dental center throughout each year of the contract term.

##### 1.3. Eligibility and Income Determination

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

##### 1.4. Relevant Policies and Guidelines

The community and school-based oral health programs shall:

- 1.4.1. Require no fee for any Medicaid client.
- 1.4.2. Assist eligible families with Medicaid enrollment directly or through referral.
- 1.4.3. Become a Medicaid provider for qualified clients.
- 1.4.4. Provide a sliding fee scale for children from families without Medicaid, SCHIP or private dental insurance.



Exhibit A Amendment #1

- 1.4.5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
- 1.4.6. Resources shall be directed to evidence-based interventions.
- 1.4.7. Explore and secure future funding sources.

**1.5. 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:

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

**1.6. 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:

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

**1.7. Publications Funded Under Contract**

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



Exhibit A Amendment #1

**1.8. Subcontractors**

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

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

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

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

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

**2.2. Staffing Provisions**

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

**2.3. Staffing Changes**

- 2.3.1. New Hires: The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this



Exhibit A Amendment #1

scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

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

**2.4. Coordination of Services**

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

**2.5. Meetings and Trainings**

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

**3. Quality or Performance Improvement**

**3.1. Work plans**

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

**3.2. Data and Reporting Requirements**

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



Exhibit A Amendment #1

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

**3.3. On-Site Reviews**

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

**3.4. Performance Measures**

3.4.1. Community-Based Performance Measures:

- A minimum of 1,400 pediatric clients (ages 0 <19 years) will receive oral screenings
- A minimum of 1,400 adult clients (19 years and older) will receive oral screenings
- Percent of clients receiving prophylaxis (cleanings)
- Percent of clients receiving restorative treatment
- Percent of children receiving dental sealants
- Percent of broken dental appointments

3.4.2. School-Based Performance Measures:

- A minimum of 60% of 2nd and 3rd grade students returning consent forms
- A minimum of 300 2nd and 3rd grade students shall receive oral screenings
- Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
- Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar



Exhibit A Amendment #1

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- 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
- Percent of all 2nd and 3rd grade students screened with a history of decay



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**Method and Conditions Precedent to Payment**

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$46,308 in SFY 2016 and \$48,588 in SFY 2017 for oral health initiatives, for a total amount of \$94,896.
  - b. Funding is available as follows:
    - \$42,419 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$52,477 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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.



**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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3-9-15



- 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.

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 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.

*WJH*

93 *Beach*



Nicholas A. Toumpas  
Commissioner  
  
José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



6/19/13  
# 93

May 24, 2013

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

REQUESTED ACTION

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

Summary of contracted amounts by vendor:

44.7% Federal 55.3% *Beach Fund*

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
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Funds to support this request are anticipated to be available in the following account for SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

See attachment for financial details

#### EXPLANATION

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
Page 3 of 4

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

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

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

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

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

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

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

Area served: Statewide.

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

May 24, 2013

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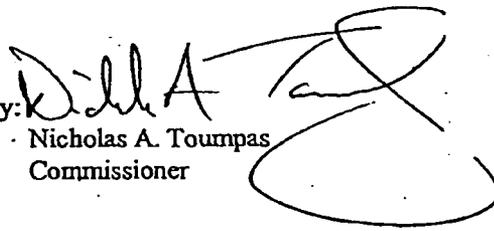
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 64,716.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 36,100.00	\$ 22,808.00	\$ 20,000.00	\$ 26,800.00	\$ 42,000.00	\$ 20,309.00	\$ 28,194.00
	\$ 35,100.00	\$ 25,088.00	\$ 20,000.00	\$ 25,088.00	\$ 42,000.00	\$ 20,309.00	\$ 28,194.00
	\$ 71,200.00	\$ 47,896.00	\$ 40,000.00	\$ 53,600.00	\$ 84,000.00	\$ 40,618.00	\$ 56,388.00
	\$ 36,100.00	\$ 22,808.00	\$ 23,500.00	\$ 22,808.00	\$ 36,100.00	\$ 22,808.00	\$ 25,367.00
	\$ 35,100.00	\$ 25,088.00	\$ 23,500.00	\$ 25,088.00	\$ 35,100.00	\$ 25,088.00	\$ 22,830.00
	\$ 71,200.00	\$ 47,896.00	\$ 47,000.00	\$ 47,896.00	\$ 71,200.00	\$ 47,896.00	\$ 48,197.00

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

**Program Name Oral Health Program**

**Contract Purpose Access to prevention and restorative dental treatment**

**RFP Score Summr (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)**

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 85,263.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 88,085.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 173,348.00	\$ 36,154.00	\$ 64,000.00	\$ 80,000.00	\$ 100,000.00	\$ 42,000.00	\$ 80,544.00
	\$ 22,808.00	\$ 22,808.00	\$ 24,074.00	\$ 22,808.00	\$ -	\$ -	\$ 22,952.00
	\$ 25,088.00	\$ 25,088.00	\$ 21,667.00	\$ 25,088.00	\$ -	\$ -	\$ 25,248.00
	\$ 47,896.00	\$ 47,896.00	\$ 45,741.00	\$ 47,896.00	\$ -	\$ -	\$ 48,200.00

Subject: Oral health services will be delivered to underserved individuals in Strafford County.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Goodwin Community Health		1.4 Contractor Address 311 Route 108 Somersworth, NH 03878	
1.5 Contractor Phone Number (603) 953-0065	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$94,896
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature <i>Janet Atkins</i>		1.12 Name and Title of Contractor Signatory Janet Atkins, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>3-8-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>[Signature]</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Sherry Trask, Notary</i>			
1.14 State Agency Signature <i>[Signature]</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>Karen E. Herrick</i> <i>Deanne P. Herrick, Attorney</i> On: <i>28 Mar 2013</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

SHERRYL ANN TRASK  
NOTARY PUBLIC  
NEW HAMPSHIRE  
MY COMMISSION EXPIRES NOV. 19, 2013

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: JA  
Date: 3-13-13

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.



**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Dental Connection, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 31 Cross Street, Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #93, and subsequently amended on June 10, 2015, Item #12, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$35,100 from \$142,400 to read: \$177,500.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.



**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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,

6/19/17  
Date

State of New Hampshire  
Department of Health and Human Services

*Lisa Morris*  
Name: Lisa Morris, MSSW  
Title: Director

Greater Nashua Dental Connection, Inc.

6/14/17  
Date

*Lisa Woods*  
Name: Lisa Woods  
Title: Director

Acknowledgement of Contractor's signature:

State of NH, County of Hillsboro on 6/14/17, before the undersigned officer, personally appeared the person identified directly 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.

*MARCEY*  
Signature of Notary Public or Justice of the Peace

**MARCEY L. MASON, Notary Public**  
State of New Hampshire  
My Commission Expires April 20, 2021

Marcey Mason  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4/20/17

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**



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

OFFICE OF THE ATTORNEY GENERAL

Date 6/27/17

Name: [Signature]  
Title: [Signature]

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 SFY 2018

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Greater Nashua Dental Conneciton

Statewide Community and School Based Oral  
Budget Request for: Health Services  
*(Name of RFP)*

Budget Period: SFY 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 35,100.00	\$ -	\$ 35,100.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 35,100.00</b>	<b>\$ -</b>	<b>\$ 35,100.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 Budget SFY 2018

Contractor Initials: \_\_\_\_\_

*[Handwritten Signature]*

Date: \_\_\_\_\_

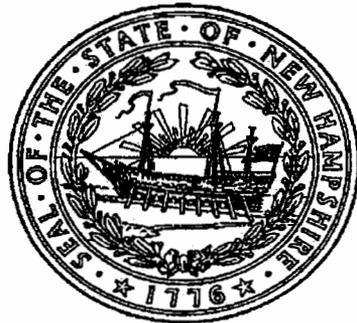
*6/14/17*

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA DENTAL CONNECTION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 07, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 301507



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of May A.D. 2017.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

1. Joshua Osotsky, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Greater Nashua Dental Connection  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on June 14, 2017  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, \_\_\_\_\_, for the provision of \_\_\_\_\_ services.

**RESOLVED:** That the Lisa Woods  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 14 day of June, 2017.  
(Date Contract Signed)

4. Lisa Woods is the duly elected  
Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

  
\_\_\_\_\_  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsboro

The forgoing instrument was acknowledged before me this 14 day of June, 2017,

By Joshua Osotsky  
(Name of Clerk of the Corporation)

(NOTARY SEAL)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

Commission Expires: 4/20/21

**MARCEY L. MASON, Notary Public**  
State of New Hampshire  
My Commission Expires April 20, 2021





# THE GREATER NASHUA DENTAL CONNECTION

---



**CHANGING THE COMMUNITY... ONE SMILE AT A TIME.**

The Mission of the GNDC is to improve access to affordable dental care for individuals and families, whose income is determined to be 200% of the federal poverty level, are without insurance, live in the Greater Nashua area.

The GNDC offers dental services including basic preventative, restorative, and urgent care needs. We strive to establish a continuing relationship with patients and provide them with a "dental home" so that they are more responsive to educational activities about the importance of preventive care.

Insufficient access to dentists especially in low-income areas, lack of Medicaid enrolled providers, and lack of sufficient language training and cultural understanding have all created barriers to accessing dental care in Nashua. The GNDC was created to relieve these barriers.

Our patients come to us from Area Agency, Community Council, Marguerite's Place, Nashua Area Health Center, Nashua Pastoral Care Center, Nashua Public Health Department, Nashua Public Schools, New Hampshire Vocational Rehabilitation Services, Southern New Hampshire Services, Southern NH HIV/AIDS Task Force, St. Joseph Hospital and Southern New Hampshire Medical Center (ER/Urgent Care).

**To make a donation or to receive more information, please call 879-9314.**

DRAFT 2016.05.15

**GREATER NASHUA DENTAL CONNECTION, INC.**

Financial Statements

For the Year Ended June 30, 2016

(With Independent Auditors' Report Thereon)

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## **Independent Auditors' Report**

To the Board of Directors of  
Greater Nashua Dental Connection, Inc.

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Greater Nashua Dental Connection, Inc., which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year 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 audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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 Greater Nashua Dental Connection, Inc. as of June 30, 2016, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited the Greater Nashua Dental Connection, Inc.'s fiscal year 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 14, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015 is consistent, in all material respects, with the audited financial statements from which it has been derived.

\_\_\_\_\_, 2017

## GREATER NASHUA DENTAL CONNECTION, INC.

## Statement of Financial Position

June 30, 2016

(with comparative totals as of June 30, 2015)

	<u>2016</u>	<u>2015</u>
<u>ASSETS</u>		
Current Assets:		
Cash and cash equivalents	\$ 62,203	\$ 124,159
Restricted cash	-	11,923
Accounts receivable, net	10,870	24,089
Promises to give	12,333	15,850
Prepaid insurance	5,209	3,792
Total Current Assets	<u>90,615</u>	<u>179,813</u>
Property and equipment, net	156,689	175,652
Investments	<u>254,775</u>	<u>218,448</u>
TOTAL ASSETS	<u>\$ 502,079</u>	<u>\$ 573,913</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Accounts payable	\$ 27,478	\$ 24,496
Accrued expenses	8,119	12,497
Deferred revenue	-	11,923
Total Current Liabilities	<u>35,597</u>	<u>48,916</u>
Note payable	<u>185,000</u>	<u>185,000</u>
TOTAL LIABILITIES	220,597	233,916
Unrestricted Net Assets	<u>281,482</u>	<u>339,997</u>
TOTAL NET ASSETS	<u>281,482</u>	<u>339,997</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 502,079</u>	<u>\$ 573,913</u>

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

## GREATER NASHUA DENTAL CONNECTION, INC.

## Statement of Activities

For the Year Ended June 30, 2016  
(with comparative totals for the year ended June 30, 2015)

	<u>2016</u>	<u>2015</u>
Support and Revenue:		
Net patient service revenue	\$ 338,588	\$ 353,774
Grants and contributions	107,610	132,782
Donated services	3,600	9,011
Income from special events, net	<u>59,223</u>	<u>69,343</u>
Total Support and Revenue	509,021	564,910
Functional Expenses:		
Program services	375,408	409,495
General management	203,648	185,855
Fundraising	<u>-</u>	<u>1,075</u>
Total Functional Expenses	579,056	596,425
Return on Investments:		
Interest and dividends	5,994	4,824
Realized gains (losses)	(2,368)	9,232
Unrealized gains (losses)	<u>7,893</u>	<u>(19,943)</u>
Total Return (Loss) on Investments	<u>11,519</u>	<u>(5,887)</u>
Change in Net Assets	(58,516)	(37,402)
Unrestricted Net Assets, Beginning of year	<u>339,998</u>	<u>377,399</u>
Unrestricted Net Assets, End of year	<u>\$ 281,482</u>	<u>\$ 339,997</u>

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

## GREATER NASHUA DENTAL CONNECTION, INC.

## Statement of Functional Expenses

For the Year Ended June 30, 2016

(with comparative totals for the year ended June 30, 2015)

	Program Services	General Management	2016	2015
Personnel Expense:				
Salary and wages	\$ 243,258	\$ 162,831	\$ 406,089	\$ 392,917
Payroll taxes	20,620	12,457	33,077	31,244
Employee benefits	89	-	89	367
Accounting fees	-	10,682	10,682	10,655
Contracted services	-	-	-	1,962
Dental assistance	3,600	-	3,600	9,686
Dental supplies	51,775	-	51,775	64,914
Depreciation expense	18,963	-	18,963	24,597
Grant acquisition	-	-	-	1,075
Information technology	2,578	-	2,578	3,598
Insurance	8,052	1,548	9,600	10,032
Occupancy	26,473	-	26,473	29,354
Office expenses	-	10,952	10,952	11,983
Other expenses	-	5,178	5,178	4,041
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Total Expenses	<u>\$ 375,408</u>	<u>\$ 203,648</u>	<u>\$ 579,056</u>	<u>\$ 596,425</u>

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

## GREATER NASHUA DENTAL CONNECTION, INC.

## Statement of Cash Flows

For the Year Ended June 30, 2016

(with comparative totals for the year ended June 30, 2015)

	<u>2016</u>	<u>2015</u>
<u>Cash Flows From Operating Activities</u>		
Change in Net Assets	\$ (58,516)	\$ (37,402)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	18,963	24,597
Unrealized gain (loss) on investments	(7,893)	19,943
Realized gain on investments	2,368	(9,232)
(Increase) decrease in:		
Accounts receivable, net	13,219	(12,705)
Promises to give	3,517	(3,342)
Prepaid insurance	(1,417)	(426)
Increase (decrease) in:		
Accounts payable	2,982	7,116
Accrued expenses	(4,378)	(3,306)
Deferred revenue	(11,923)	11,923
Net cash used by operating activities	<u>(43,078)</u>	<u>(2,834)</u>
<u>Cash Flows From Investing Activities</u>		
Purchase of property and equipment	-	(16,227)
Purchase of investments	(116,473)	(368,163)
Sale of investments	85,672	413,312
Net cash provided (used) by investing activities	<u>(30,801)</u>	<u>28,922</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(73,879)	26,088
Cash and Cash Equivalents, Beginning of year	<u>136,082</u>	<u>109,994</u>
Cash and Cash Equivalents, End of year	<u>\$ 62,203</u>	<u>\$ 136,082</u>

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

**GREATER NASHUA DENTAL CONNECTION, INC.**

Notes to the Financial Statements

**1. Nature of Business**

Greater Nashua Dental Connection, Inc. (the "Clinic") was established to improve access to affordable dental care for individuals and families who qualify for services. The primary focus is to provide access to dental care for residents in the Greater Nashua, New Hampshire area. The Clinic's primary source of funding is state and local grants, along with community support. The availability of funding may vary as a result of government budget constraints and changing economic conditions.

**2. Summary of Significant Accounting Policies**

The following is a summary of significant accounting policies of the Clinic used in preparing and presenting the financial statements.

***Comparative Financial Information***

The accompanying financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2016, from which the summarized information was derived.

***Accounting for Contributions and Financial Statement Presentation***

The Clinic follows Accounting for Contributions Received and Contributions Made and Financial Statements of Not-for-Profit Organizations as required by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC"). Under these guidelines, the Clinic is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

***Basis of Accounting***

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC Accounting for Contributions Received and Contributions Made.

***Restricted and Unrestricted Revenue***

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

***Cash and Cash Equivalents***

The Clinic considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

***Investments***

The Clinic carries investments in marketable securities with readily determinable fair values in the Statement of Financial Position. Unrealized gains and (losses) are included in the change in net assets in the Statement of Activities.

***Allowance for Doubtful Accounts***

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Clinic's management and adjusted as required through the provision for doubtful accounts. In determining the amount required in the allowance account, management has taken into account a variety of factors, which include past due status and the age of the receivable.

***Property and Equipment***

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. The Clinic charges annual amounts of depreciation in order to allocate the cost of property and equipment over their estimated useful lives. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Repairs and maintenance are charged to expense when incurred.

<u>Assets</u>	<u>Years</u>
Building	30
Building improvements	3 - 7
Equipment, furniture, and software	3 - 5
Vehicles	5

### ***Functional Expenses***

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### ***Donated Services***

The Clinic receives donated services from a variety of unpaid volunteers assisting the Clinic in its programs. No amounts have been recognized in the Statement of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles ("GAAP") have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

### ***Use of Estimates***

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, 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. Accordingly, actual amounts could differ from those estimates.

### ***Tax Status***

The Clinic is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an Clinic described in Section 501(c)(3). The Clinic has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Clinic follows FASB ASC 740, Accounting for Uncertainty in Income Taxes, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to

be taken in a tax return. Accounting for Uncertainty in Income Taxes did not have a material impact on the Clinic's financial statements.

The Clinic's Federal Form 990 (Return of Organization Exempt from Income Tax) is subject to examination by the Internal Revenue Service, generally for three years after they were filed.

### 3. Concentration of Credit Risk – Cash and Cash Equivalents

The carrying amount of the Clinic's deposits with financial institutions was \$62,203 and \$136,082 at June 30, 2016 and 2015, respectively. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank. The bank balance was fully insured by FDIC at June 30, 2016 and June 30, 2015.

### 4. Accounts Receivable, Net

The balance in accounts receivable consisted of the following:

	June 30, 2016	June 30, 2015
Patient receivable	\$ 105,677	\$ 101,303
Less: Allowance for doubtful accounts	<u>(94,807)</u>	<u>(77,214)</u>
Accounts receivable, net	<u>\$ 10,870</u>	<u>\$ 24,089</u>

### 5. Promises to Give

Promises to give consist of the following for the years ended:

<u>Funding Source</u>	June 30, 2016	June 30, 2015
Bureau of Oral Health	\$ 2,333	\$ 5,850
United Way	<u>10,000</u>	<u>10,000</u>
Total	<u>\$ 12,333</u>	<u>\$ 15,850</u>

**6. Property and Equipment, Net**

The balance in property and equipment consisted of the following:

	June 30, 2016	June 30, 2015
Land	\$ 27,750	\$ 27,750
Building	157,250	157,250
Building improvements	87,712	87,712
Equipment, furniture, and software	259,480	259,480
Vehicles	20,150	20,150
Property and equipment, gross	552,342	552,342
Less: Accumulated depreciation	(395,653)	(376,690)
Property and equipment, net	<u>\$ 156,689</u>	<u>\$ 175,652</u>

**7. Investments**

The Clinic's investments are reported on the basis of quoted market prices and consist of the following:

	June 30, 2016	June 30, 2015
Fair market value:		
Mutual funds	\$ 254,775	\$ 218,448
Total	254,775	218,448
Less: Cost	(257,418)	(228,984)
Unrealized gain (loss)	<u>\$ (2,643)</u>	<u>\$ (10,536)</u>

The fair market value of investments has been determined using Level 1 inputs.

**8. Accrued Expenses**

Accrued expenses consist of the following:

	June 30, 2016	June 30, 2015
Accrued payroll	\$ 6,878	\$ 8,564
Accrued compensated absences	715	3,424
Accrued other	526	509
Total accrued expenses	<u>\$ 8,119</u>	<u>\$ 12,497</u>

**9. Note Payable**

The Clinic has a note payable dated January 2000 totaling \$185,000 to the City of Nashua, New Hampshire under a Community Development Block Grant. This note is secured by a mortgage on the 31 Cross Street property. No repayment is required herein, as long as the Clinic complies with certain twenty-year restrictions contained in the loan agreement related to use and disposition of the property. The fair value of the note is not available.

**10. Fair Value Measurement**

FASB ASC 820, Fair Value Measurements, provides guidance for using fair value to measure assets and liabilities. Fair Value Measurements applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under Fair Value Measurements, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. Fair Value Measurements clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under Fair Value Measurements, the Clinic categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

**11. Net Patient Service Revenue**

The Clinic has an agreement with Medicaid that provides for payments at statewide prospectively determined rates per service. The prospectively determined rates are not subject to retroactive adjustment.

Net patient service revenue for the years ended are as follows:

	June 30, 2016	June 30, 2015
Medicaid	\$ 194,209	\$ 211,239
Private pay	144,379	142,535
Net patient service revenue	<u>\$ 338,588</u>	<u>\$ 353,774</u>

**12. Donated Services**

Donated services represent the estimated fair value of professional dental services received. Donated services are reflected in the financial statements at the fair value of the services received. The contributions of services are recognized if the services received (a) create or enhance non-financial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation. The value of services donated by area dentists amounted to \$3,600 and \$9,011 for the years ended June 30, 2016 and 2015, respectively.

**13. Related Party Transactions**

The Organization purchases dental supplies from a company whose branch manager is a member of the Organization's Board of Directors. The total amount paid to this company for the year ended June 30, 2016 was \$32,004.

**14. Subsequent Events**

In accordance with the provisions set forth by FASB ASC 855, Subsequent Events, events and transactions from July 1, 2016 through \_\_\_\_\_, 2017, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Clinic's financial statements through this date.

## Board List 2015-2016



**Joshua Osofsky, DMD**  
(President)  
Family Dental Care of Milford  
154 Elm Street  
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603-673-3332  
[joshuatosofsky@gmail.com](mailto:joshuatosofsky@gmail.com)

**Eliot Paisner, DMD**  
(Vice President)  
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**Donna L. Kalil, DMD**  
(Previous Past President)  
303 Amherst St.  
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**Claudie Mahar**  
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**Andrew Limbek**  
(Treasurer)  
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**Kerran Vigroux**  
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Community Services  
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**Edward Ferrero**  
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**Deb Christiansen**  
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(603) 669-1577  
[deb@hayesne.com](mailto:deb@hayesne.com)

# Joshua T. Osofsky

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## EDUCATION

**Nashua High School; Nashua, NH**  
1998

September 1995 – June

- Graduated *Valedictorian* in class of 862

**Harvard University; Cambridge, MA**  
2002

September 1998 – June

- Concentration: Biology
- Graduated *Cum Laude*

**Tufts University School of Dental Medicine; Boston, MA**  
2006

September 2002 – June

- Degree Earned: DMD

## ADDITIONAL EDUCATION

**Grand Slam: The Early Years of Private Practice; Boston, MA**

June 2006

- Course given by Dr. Mark Hyman
- Outlined challenges and pitfalls faced by the recent dental graduate

**Invisalign Certification; Boston, MA**

August 2006

- Certified in Invisalign Part I Two-Day Course
- Covered all aspects of Invisalign therapy from case selection to completion
- Meets didactic requirement to treat patients with invisalign and allows access to all invisalign resources including support, staff training, and marketing

**3i Innovations Seminar; Nashua, NH**

October 2006

- Course given by Anita Daniels
- Outlined current techniques in placement and restoration of 3i implants
- New and current products being offered by 3i were discussed

**Exteme Dental Makeovers Without Extreme Tooth Reduction; Las Vegas, NV**

October 2006

- Course given by Dr. Ross Nash
- Outlined current esthetic restorative options
- Focus on material selection, preparation design, and improving bonding protocol

**The Do's and Don'ts of Porcelain Laminate Veneers; Las Vegas, NV**

October 2006

- Course and Hands-on Workshop given by Dr. Gerard Kugel
- Lecture portion addressed current veneer theory including material selection and smile design
- Workshop portion included preparation for pressed and stacked veneers on a less than ideal occlusion
- Fabrication of silicone reduction and incisal guides were performed and applications were reviewed
- Provisionalization technique was reviewed and performed on veneer preparations

**Creating Practice Success with Porcelain Bonded Restorations; Las Vegas, NV**

October 2006

- Course and Hands on Workshop given by Drs. Cheryl Sheets and Jacinthe Paquette
- Lecture discussed microscope-assisted dentistry and its applications with improving porcelain bonded restorations
- Workshop portion included preparation for pressed and stacked veneers as well as full coverage porcelain restorations using a microscope for increased visualization

**Multidisciplinary Aesthetic and Reconstructive Dentistry; Las Vegas, NV**

October 2006

- Course and Hands-on Workshop given by Dr. Robert Lowe
- Lecture portion discussed the multidisciplinary approach to providing comprehensive treatment for the complex aesthetic and restorative patient

- Additionally, incorporation and applications of hard tissue lasers were discussed and cases were reviewed
- Workshop portion included preparation for stacked and pressed veneers including extension of preparation to include lingual surface for case of diastema closure
- Workshop also featured hands on use of a hard tissue laser on pig's jaw

**Aesthetics in Action; Las Vegas, NV**

October 2006

- Course and Hands-on Workshop given by Dr. Ross Nash
- Lecture portion reviewed current aesthetic options, materials, and techniques. Cementation options and techniques were discussed and pro's and con's were weighed
- Workshop portion included preparation for stacked and pressed veneers including several incisal edge preparation designs

**Creating Endodontic Excellence; Las Vegas, NV**

October 2006

- Course given by Dr. Clifford Ruddle
- Comprehensive course outlined endodontic treatment protocol from access design to final canal shaping and obturation
- Focus was on establishing a consistent and efficient system for treating endodontic cases using both hand and rotary instrumentation

**Protaper Shaping and Cleaning; Las Vegas, NV**

October 2006

- Hands-on Workshop given by Dr. Clifford Ruddle
- Workshop enhanced learning and knowledge of techniques from previous lecture
- Protaper system was used in conjunction with hand instrumentation to appropriately shape and prepare three teeth
- Common pitfalls and solutions in endodontic therapy were discussed

**The Reality View on Products and Techniques; Dedham, MA**

October 2006

- Course given by Dr. Michael Miller
- Outlined current developments in materials and techniques in dentistry today
- Current products, along with their strength and weaknesses, in the following categories were discussed:
  - <Digital radiography, impression material options, self vs. light vs. dual cured resins, cements, bonding systems, post options, intra-oral cameras, digital photography, hemostatic agents, electronic caries detection, rotary instrumentation, and indirect restoration options among others
  - <All views discussed were of an impartial nature based on unbiased laboratory research

**The Use of Fiber-Reinforced Composite Technology; Waltham, MA**

November 2006

- Course given by Dr. Jonathan Meiers
- Course outlined materials and techniques used in fiber-reinforced composites
- Specific consideration was given to case selection and longevity of restorations

**Esthetic Dentistry Update; Waltham, MA**

November 2006

- Two-day course given by Dr. Gerard Kugel
- Course addressed multiple aspects of esthetic dentistry
- Specific topics included:
  - <Current state of all-ceramic restorations and their selection and applications in both anterior and posterior restorations as both single and multiple unit restorations
  - <Current state of bonding including strengths and weaknesses of many top systems being used today
  - <A comprehensive update on options and techniques available for porcelain laminate veneers
  - <Current developments in whitening systems including popular in-office systems, including Zoom, as well as various take-home systems

**NewEngland Academy of Cosmetic Dentistry Laser Symposium; Boston, MA**

November 2006

- Presentation followed by Hands-on demonstrations given by representatives of several major dental laser companies including Biolase, Lumenis, Laris, Hoya-con, and Sirona
- Lectures highlighted unique features, strengths, and limitations of individual lasers

- Case presentations given by several companies including video footage of procedures being performed including open and closed crown lengthening, cavity preparation, and frenectomy
- Question and answer session with professionals who incorporated the lasers into their practices followed the case presentations and specifics of the procedures were discussed
- Hands-on portion included using the various lasers to work on both hard and soft tissue and familiarization with the various features of each laser

**Building the EXTREME Aesthetic Dental Practice; Boston, MA**

November 2006

- Course given by Dr. Bill Dorfman
- Course covered both the business and marketing aspect necessary to establish a successful cosmetic dental practice and current techniques and materials being used
- Specific topics included:
  - <Office design, enhancing case presentations, and improving photography
  - <Improving marketing through print, radio, and television as well as establishing new referral sources
  - <Current innovations in whitening, periodontal therapy, direct and indirect restorations, removable prosthodontics, and implant-supported single and multi-unit prostheses

**Lasers in Dentistry; Manchester, NH**

December 2006

- Course given by Dr. Scott Bobbitt
- Course outlined the impact introduction of a Biolase laser has in a dental practice
- Both tangible and intangible benefits were discussed as well as strengths and weaknesses
- Case presentations on various laser assisted procedures given, including gingivectomy, open and closed crown lengthening, flap surgery, gingival troughing, surgical extraction, and apicoectomy
- Marketability, increase in production, diversification of procedures, and return on investment were discussed

**EXPERIENCE**

**Osofsky Orthodontics; Manchester, NH**

June 1998 – August 2000

*Orthodontic Assistant/Lab Technician – Summer Employment*

- Patient management/basic Orthodontic assisting procedures
- Fabrication/Delivery of Orthodontic Appliances.

**Greater Nashua Dental Connection; Nashua, NH**

February 2006 – March 2006

*Dentist*

- Management and Treatment of underserved population.
- Provided preventative, restorative, prosthodontic, and surgical therapy.
- Participated in community outreach/awareness presentations

**Hamel Dental Practice; Manchester, NH**

September 2006 – Present

*Assistant/Observer*

- Assisted/observed Dr. Michael Hamel perform multiple complex prosthodontic cases
- Observed cases including multiple-unit implant-retained fixed prostheses, implant-retained overdentures, conventional multiple-unit fixed prostheses, full mouth reconstructions, occlusal rehabilitations, and combination tooth-retained/implant-retained fixed prostheses
- Observed procedures associated with complex restorative cases including comprehensive diagnostics, multiple forms of record taking, various direct and indirect forms of provisional fabrication and adjustment, and proper material selection

**DENTAL ORGANIZATIONS**

- American Dental Association
- Academy of General Dentistry
- American Academy of Cosmetic Dentistry
- New England Dental Society

**ACTIVITIES**

**Prop Designer, *Harvard Hasty Pudding Theatricals***

February 2001 - June 2002

- 
- Designed props used in Hasty Pudding Theatrical musicals
  - Managed technical crew in management and fabrication of props

**Stone Mentor Fellow & Event Coordinator, *Sigma Chi Fraternity***

- Coordinated guest speaker series
- Organized charity fundraisers and general events

September 1999 – September 2001

## Andrew P. Limbek, CPA

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### Professional Experience

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CORPORATE FINANCE GROUP INC. — BOSTON, MA

11/2009 - PRESENT

*Corporate Finance Group, Inc. is a regional technical accounting consulting firm providing financial consulting and advisory business services for a broad range of public and "pre-IPO" stage private clients.*

#### Consultant

- Performed the interim SEC Reporting Manager role at a large semiconductor manufacturer with complex accounting transactions. Drafted, controlled, and managed the Form 10-K process of the various constituents at the Company. Including senior management, external counsel, and external independent auditors.
- Developed processes and controls over the creation of XBRL instance documents. Ensured the documents fairly reflected financial statements.
- Acted as the interim Royalty Accountant for one of the world's largest developer and manufacturer of medical devices. Managed royalty audit subject to different assumptions and interpretations.
- Assisted clients with monthly financial close process; including reconciliations, journal entries and ad-hoc reports.
- Performed testing and documentation of internal controls for SOX compliance.
- Collaborated with management from Sales, Legal and various Business Unit Finance groups.
- Authored client accounting policy documentation and white papers in a broad range of technical accounting areas and supported audit manager and partner level review of analysis.
- Performed internal pre-audit of corporate financial statements to ensure compliance with current US GAAP.
- Analyzed client business processes surrounding financial reporting, cash receipts and disbursements, inventory obsolescence, and accounts receivable processing in order to identify inefficiencies and control gaps and to present re-engineered processes to client management.

ERNST & YOUNG, LLP. — MANCHESTER, NH (OFFICE CLOSED)

08/2008 – 10/2009

**Staff Accountant II**, 9/2009 to 10/2009

**Staff Accountant**, 8/2008 to 9/2009

- Performed annual and quarterly audit procedures on Balance Sheet and P&L accounts for clients in various segments of manufacturing, biotechnology, software and retail industries.
- Directed lower level staff accountants and supervised financial audits in accordance with US GAAP.
- Specific to revenue recognition reviewed customer contracts to determine and document the proper accounting treatment under ASC 605 (f/k/a SAP 101, SAB 104 & EITF 00-21).
- Forecasted revenue, cost, and profit for Ernst & Young clients.

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### Education & Other

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#### University of New Hampshire

- **Bachelor of Science**, *Business Administration*
- Option – Accounting
- Cum laude – May 2008

#### Southern New Hampshire University

- **Master of Business Administration**, *Global MBA*
- Expected May 2012

**Certified Public Accountant**, Commonwealth of Massachusetts

**Membership**, Massachusetts Society of Certified Public Accountants

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### Technical Skills

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- Windows XP, MS Word, MS Excel, QuickBooks, ADP, SAP, Hyperion, Cognos PowerPlay & Impromptu

# Michael J. Hochberg, DMD

## Education

University of Pittsburgh, School of Dental Medicine Pittsburgh, Pennsylvania DMD Degree, June 1998	Aug. 1994 to June 1998  GPA: 3.80
University of Pittsburgh, College of Arts & Sciences Pittsburgh, Pennsylvania BA Degree in Economics, April 1993	Aug. 1989 to Apr. 1993 GPA: 3.43 in major GPA: 3.17 overall
Shaler Area High School Pittsburgh, Pennsylvania High School Diploma, June 1989	Aug. 1985 to June 1989  GPA: 3.32

## Work Experience

Private Practice, General Dentistry Generations Dental Care Concord, New Hampshire	Jan. 2009 to Present
Public Dental Health, General Dentistry Dental Director Greater Nashua Dental Connection Nashua, New Hampshire	Feb. 2008 to May 2009
Private Practice, General Dentistry North Pittsburgh Dental Pittsburgh, Pennsylvania	June 2007 to Jan. 2008
Private Practice, General Dentistry Practice of Joseph Gage, DMD (deceased) Laconia, New Hampshire	Nov. 2005 to May 2007
Private Practice, General Dentistry Practice of Stephen Langlois, DMD Manchester, New Hampshire	Jan. 2003 to May 2007

#### Work Experience (continued)

Private Practice, General Dentistry  
Munroe Falls Family Dentistry  
Munroe Falls, Ohio  
Sept. 2000 to Dec. 2002

Private Practice, General Dentistry  
Babcock Dental Center  
Pittsburgh, Pennsylvania  
July 1999 to Aug. 2000

#### Post-Graduate Training

Allegheny General Hospital  
Pittsburgh, Pennsylvania  
General Practice Residency, Dental Resident  
July 1998 to June 1999

#### Awards and Recognition

Omicron Kappa Upsilon National Honor society, June 1998  
Recipient of the University of Pittsburgh Forsyth Dental Scholarship, 1997-1998  
Recipient of the Pennsylvania Dental Foundation Scholarship, 1997  
Recipient of the University of Pittsburgh Forsyth Dental Scholarship, 1996-1997  
Recipient of the University of Pittsburgh Forsyth Dental Scholarship, 1995-1996  
Recipient of the University of Pittsburgh Behrman Scholarship, 1994-1995  
Dean's List with Distinction: Fall 1996, Spring 1996, Fall 1995, Summer 1995,  
Spring 1995, Fall 1994  
Dean's List, Spring 1998

#### Licensure

Successful candidate of NorthEast Regional Board of Dental Examiners, Exam in  
Dentistry, June 1998.  
Licensed to practice dentistry in the State of New Hampshire.  
Licensed to practice dentistry in the Commonwealth of Pennsylvania  
Previously licensed to practice dentistry in the State of Ohio  
(license retired in good-standing)

#### Professional Affiliation

American Dental Association, Member  
New Hampshire Dental Society, Member  
Concord Dental Society, Member  
Omicron Kappa Upsilon, Beta Chapter

# Marium Quereshi

## Professional Experience

<b>New Look Dental</b> Associate Dentist	Sep 2015 - Till date
<b>Boston University</b> Teaching Assistant, Removable Prosthodontics	2014 - 2015
<b>Dr. Douglas J. Katz, DMD</b> Observer	Sep 2012 – Nov 2012
<b>Dr. Elizabeth S. Spindle, DDS</b> Observer	Jul 2012 – Aug 2012
<b>Dr. Muhammad Younas, DDS</b> Observer	Apr 2012 – Jun 2012
<b>Fatima Memorial Hospital College of Medicine &amp; Dentistry</b> Demonstrator (Faculty Member)	Jul 2011 – Jan 2012
<b>California Institute of Cosmetic &amp; Surgical Dentistry</b> Advanced General Dentistry Residency	Jun 2010 – Jan 2012
<b>Fatima Memorial Hospital</b> Clinical Internship, Dentistry Department	Mar 2010 – Mar 2011
<b>Rahman &amp; Rahman Dental Surgeons</b> Dental Assistant	Jan 2010 – May 2010
<b>Queen Mary University London</b> Externship	Jun 2008 – Jun 2008

## Education

<b>DMD (Doctor of Dental Medicine)</b> Boston University Henry M. Goldman School of Dental Medicine, USA	2015
<b>BDS (Bachelor of Dental Surgery)</b> University of Health Sciences, Lahore	2009
<b>Bachelor of Science</b> University of the Punjab	2009

**Community Dentistry Department, Fatima Memorial Hospital** Mar 2007 – Jan 2012  
Dental Camp & Outreach Program Coordinator

**Brick School** Dec 2011 – Dec 2011  
Dental Awareness Program Coordinator

## Research Experience

***"Pathogenesis of head and neck cancer and its preventive strategy"***  
Primary Author

***"Socioeconomic disparity of dental caries in urban and rural population of Lahore"***  
Co-author

***"Dental student's perception of Medical Education in Pakistan"***  
Research Assistant

***"Blood pressure variations before and after local administration in supine and semi-supine position"***  
Research Assistant

## Conferences & Seminars

**Yankee Dental Conference** Jan 2015  
Poster Presenter

**Yankee Dental Conference** Jan 2014

**ASDA National Leadership Conference** Nov 2013

**Nur Centre for Research Consulting** Oct 2011  
*"Health Research Methodology and Proposal Development Workshop"*

**Nur Centre for Research Consulting** Sep 2011  
*"Research Orientation Workshop"*

**1<sup>st</sup> Asian Congress on Dental Education & Research** Feb 2011  
*"Primary Teeth Restoration; When, Why, How", Limited Attendance Clinic*  
*"Problem Solving In Rotary Endodontics", Limited Attendance Clinic*

**Aga Khan University** Nov 2010  
Continuing Medical Education Seminar

<b>3M ESPE</b> "Multi-opacity Composites & Contemporary Adhesives", Lecture & Hands-on Training	Jun 2010
<b>Nur Centre for Research Consulting</b> "Data Analysis & SPSS Workshop"	May 2010
<b>Fatima Memorial Hospital</b> "Predictable fixed & Removable Prosthodontics Impressions" & "Predictable, Non-Sensitive Resin Based Composite Restorations", Video Lectures by Dr. Gordon J. Christensen	Nov 2009
<b>Dental Symposium by Prof. Nairn Wilson, Dean &amp; Head of King's College, London</b> "Dental Education & Operative Dentistry"	Feb 2009

### **Awards and Honors**

<b>The American Association of Public Health Dentistry</b> Community Dentistry and Dental Public Health Award	May 2015
<b>Boston University</b> Outstanding Contribution as Teaching Assistant Award, Removable Prosthodontics	May 2015
<b>CMH Dental Conference</b> 1 <sup>st</sup> Position - Table clinic on Dental Ergonomics	May 2009
<b>National Dental Conference by Pakistan Dental Association</b> 1 <sup>st</sup> Position - Table clinic on Dental Ergonomics	Dec 2008
<b>University of Health Sciences</b> Distinction in Oral Pathology Practical	Dec 2008
<b>University of Health Sciences</b> 4 <sup>th</sup> Position – 3 <sup>rd</sup> Professional BDS Examinations	Dec 2008
<b>University of Health Sciences</b> Gold Medal - Behavioral Science	Dec 2007
<b>The Lahore Alma</b> Highest Achiever of O' Level Cambridge International Examinations	Jun 2003

## Lisa Woods

### SUMMARY

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Skilled and experienced **Manager** and **Executive** with background in both non-profit and for-profit environments seeking considerable challenge and responsibility. Mission-oriented, strategic leader with valuable combination of administrative, financial, operations, marketing, and public/community relations expertise. Creative and innovative in identifying and capturing opportunities as well as devising and implementing practical and effective methods and solutions. Vibrant and professional. Passionately results driven

Executive / Business Management  
Financial Management  
Program Development / Management  
Writing  
Networking / Partnering / Negotiation

Operations Management  
Human Resource Management  
Fundraising / Development / Grant  
Marketing / PR / Outreach

### PROFESSIONAL EXPERIENCE

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#### *Greater Nashua Dental Connection, Nashua, NH (Apr. 2007 – Present)*

Non-profit provider of oral healthcare services for at-risk, low-income, and underinsured patients.

#### **DIRECTOR**

Overall administrative, operational, and financial management as well as strategic leadership in development/fundraising, marketing/outreach, programs, partnerships, and community relations which has resulted in significant growth, positive organizational evolution, and enhanced/increased impact.

- Recruit, hire/contract, and manage all clinical and non-clinical staff including 3 dentists, 2 hygienists, 2 dental assistants, and 3 front office administrators.
- Collaborate closely with Board of Directors on planning, budgeting, program development, fundraising, and reporting. Recruit new board members.
- Develop and administer operational and program budgets. Manage and perform all accounting/financial management functions including accounts payable, accounts receivable, payroll, invoicing, and reporting (financial statements, monthly board reports). Work closely with Treasurer.
- Initiate, establish, and manage relationships with funding sources, donors, and referring organizations. Network within the community (business, charitable, political, human/social service) to build partnerships, raise funds, and perform outreach.

#### *Selected accomplishments:*

- Broadened the geographic and demographic reach of the service area and patient profile. Expanded eligibility for low cost services to include all age groups (vs. children only), a wider segment of the low-income population, and the uninsured. Opened the catchment area from local to statewide.
- Expanded school-based outreach program to include all area schools (not just Title 1) and more service days. Tripled program reach (individual students served). Recruited volunteer dentists, and secured transportation through donated services (First Student buses) and the acquisition of a clinic owned and operated van through grant, corporate sponsor, and charitable funding.
- Created bi-lingual marketing materials and ensured language/interpretation skills among segment of team.
- Successfully negotiated clinician eligibility for state loan repayment program as incentive and support for provider participation.
- Plan, coordinate, promote, and implement large, multi-faceted fundraising events. Continually identify and cultivate funder and donor relationships. Regularly write grants.
- Traveled to a Claremont dental clinic to assist in addressing challenges. Analyzed and initiated operational and financial improvements including accounting, scheduling, and staffing practices.

## **OFFICE MANAGER**

Hired as and promoted to overall business management which rolled up into Directorship.

*Managed and performed all back office functions including:*

- Accounting / Bookkeeping – A/P, A/R, account and bank reconciliation, preparation of financial statements, audit support
- Financial Management – budget planning, preparation, and presentation to Board, control and reduction of costs and expenses
- Human Resources – staffing, scheduling, payroll
- Grant Management
- Facilities / Property Management

## **R. Susan Horsley D.M.D. Office Manager (May 1994-2005)**

- Sole administrative support included accounting/bookkeeping (A/P, A/R, payroll, banking, account reconciliation, preparation of financial statements).
- Collections, insurance verification, patient interaction, as well as general administrative support. Office management including treatment planning, scheduling, all phone contact, and outside sales for Endodontic Specialist.

## **Additional Experience**

**Continental Guarantee and Credit Corporation-** (Jan 1986-May1994) Assistant Underwriter to Lead Underwriter and Supervisor in Bond Division.

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: The Greater Nashua Dental Connection

Name of Contract: Statewide Community & School Based Oral Health Services

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Joshua Osofsky	President	\$0	0.00%	\$0.00
Andrew Limbek	Board Treasurer	\$0	0.00%	\$0.00
Michael Hochberg	Dentist	\$31,500	100.00%	\$31,500.00
Marium Quereshi	Dentist	\$0	0.00%	\$0.00
Lisa Woods	Director	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget reque</b>				<b>\$31,500.00</b>



Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 DD Access: 1-800-735-2964



G&C APPROVED  
Date: 6/10/15  
Item #12

May 5, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$173,192, from \$173,192 to \$346,384, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Dental Health Works of Cheshire County, Inc.	Keene	\$108,192
Greater Nashua Dental Connection, Inc.	Nashua	\$142,400
Manchester Health Department	Manchester	\$95,792
<b>TOTAL:</b>		<b>\$346,384</b>

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.

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

**See attachment for financial details**

### EXPLANATION

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are three of a total fifteen contracts awarded as the result of a competitive bid process. Ten originally awarded contracts were previously submitted to the Governor and Executive Council under a separate request. Two remaining contracts will be submitted in the coming weeks. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 5, 2015  
Page 3 of 3

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

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

Area served: Statewide.

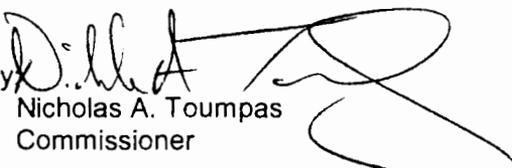
Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

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

Respectfully submitted,



Marcella Jordan Bobinsky  
Acting Director

Approved by   
Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds

<b>Dental Health Works of Cheshire County, Inc. (Vendor #1679280-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$28,472	\$ 0	\$28,472
2015	\$25,624	\$ 0	\$25,624
2016	\$ 0	\$28,472	\$28,472
2017	\$ 0	\$25,624	\$25,624
<b>Subtotal</b>	<b>\$54,096</b>	<b>\$54,096</b>	<b>\$108,192</b>

<b>Greater Nashua Dental Connection, Inc. (Vendor #158470-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Manchester Health Department (Vendor #177433-B009)</b>			
<b>Class/Object: 102-500731 Service Provided: Community-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>TOTAL</b>	<b>\$173,192</b>	<b>\$173,192</b>	<b>\$346,384</b>
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Program Name Oral Health Program

Contract Purpose Access to prevention and restorative dental treatment

RFP Score Sumir (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 85,263.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 88,085.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 173,348.00	\$ 36,154.00	\$ 64,000.00	\$ 80,000.00	\$ 100,000.00	\$ 42,000.00	\$ 80,544.00
	\$ 22,808.00	\$ 22,808.00	\$ 24,074.00	\$ 22,808.00	\$ -	\$ -	\$ 22,952.00
	\$ 25,088.00	\$ 25,088.00	\$ 21,667.00	\$ 25,088.00	\$ -	\$ -	\$ 25,248.00
	\$ 47,896.00	\$ 47,896.00	\$ 45,741.00	\$ 47,896.00	\$ -	\$ -	\$ 48,200.00



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 Greater Nashua Dental Connection, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 31 Cross Street, Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #93), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$142,400
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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,

5/7/15  
Date

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

3/9/15  
Date

Greater Nashua Dental Connection, Inc.  
[Signature]  
NAME  
TITLE Executive Director

Acknowledgement:  
State of New Hampshire County of Hillsboro on March 9, 2015 before the Deputy  
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 J. Scatz  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires 3/6/2018

Contractor Initials: [Signature]  
Date: 3/9/15

New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 5/15/15

[Signature]  
Name: Megan H. Kip  
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: 5/15



## Scope of Services

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

#### 1. General Provisions

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

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

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

##### 1.2. Eligibility and Income Determination

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

##### 1.3. Relevant Policies and Guidelines

The community-based oral health program shall:

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

##### 1.4. Numbers Served

Oral screening services are to be provided to a minimum of 1,750 individuals throughout each year of the contract term.

*OH*  
3/9/15



Exhibit A Amendment #1

**1.5. 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:

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

**1.6. 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:

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

**1.7. Publications Funded Under Contract**

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

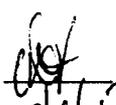
Contractor Initials   
Date 3/5/15



Exhibit A Amendment #1

**1.8. Subcontractors**

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

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

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

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

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

**2.2. Staffing Provisions**

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

**2.3. Staffing Changes**

- 2.3.1. New Hires: The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this

Contractor Initials   
Date 3/9/15



Exhibit A Amendment #1

scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.

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

**2.4. Coordination of Services**

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

**2.5. Meetings and Trainings**

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

**3. Quality or Performance Improvement**

**3.1. Work plans**

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

**3.2. Data and Reporting Requirements**

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



Exhibit A Amendment #1

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

**3.3. On-Site Reviews**

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

**3.4. Performance Measures**

- 3.4.1. Community-Based Performance Measures:
  - A minimum of 800 pediatric clients (ages 0 <19 years) will receive oral screenings
  - A minimum of 800 adult clients (19 years and older) will receive oral screenings
  - Percent of clients receiving prophylaxis (cleanings)
  - Percent of clients receiving restorative treatment
  - Percent of children receiving dental sealants
  - Percent of broken dental appointments



**Method and Conditions Precedent to Payment**

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$36,100 in SFY 2016 and \$35,100 in SFY 2017 for oral health initiatives, for a total amount of \$71,200.
  - b. Funding is available as follows:
    - \$31,826 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$39,374 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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.

*[Handwritten Signature]*  
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;



- 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.

*[Handwritten Signature]*  
3/9/15



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

  
3/5/15

**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.

*[Handwritten Signature]*  
5/9/15



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.

*[Handwritten Signature]*  
Date 3/9/13

93 Beach

*MA*



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



6/19/13  
# 93

May 24, 2013

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

REQUESTED ACTION

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

Summary of contracted amounts by vendor:

44.7% Federal 55.3% General Fund

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
Page 2 of 4

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

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

See attachment for financial details

#### EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

Area served: Statewide.

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

May 24, 2013

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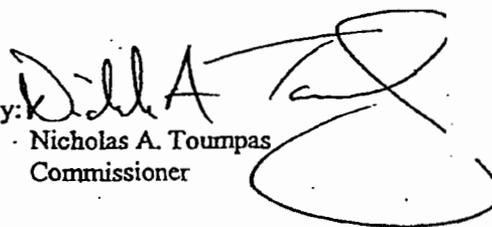
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

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

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

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

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

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

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 85,263.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 88,085.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
<b>TOTAL BUDGET REQUEST</b>	<b>\$ 173,348.00</b>	<b>\$ 36,154.00</b>	<b>\$ 64,000.00</b>	<b>\$ 80,000.00</b>	<b>\$ 100,000.00</b>	<b>\$ 42,000.00</b>	<b>\$ 80,544.00</b>
<b>BUDGET AWARDED</b>	<b>\$ 22,808.00</b>	<b>\$ 22,808.00</b>	<b>\$ 24,074.00</b>	<b>\$ 22,808.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,952.00</b>
	\$ 25,088.00	\$ 25,088.00	\$ 21,667.00	\$ 25,088.00	\$ -	\$ -	\$ 25,248.00
<b>TOTAL BUDGET AWARDED</b>	<b>\$ 47,896.00</b>	<b>\$ 47,896.00</b>	<b>\$ 45,741.00</b>	<b>\$ 47,896.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 48,200.00</b>

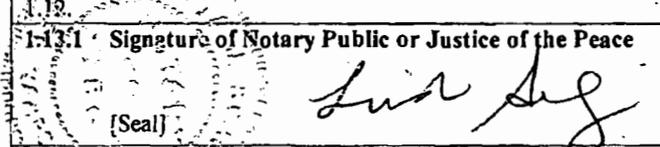
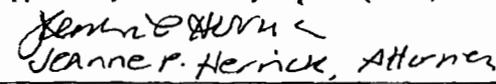
Subject: Community-based oral health services will be provided to underserved people living in the greater Nashua area.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH, Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Greater Nashua Dental Connection, Inc.		1.4 Contractor Address 31 Cross Street Nashua, NH 03064	
1.5 Contractor Phone Number (603) 879-9314	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$71,200
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Debra Twomey - Business Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/18/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Linda Scalzi		LINDA J. SCALZI, Notary Public My Commission Expires April 23, 2019	
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:  Joanne P. Herrick, Attorney On: <u>28 Nov 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: OP  
Date: 3/18/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and HealthFirst Family Care Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 841 Central Street, Franklin, NH 03235.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #93, and subsequently amended on June 10, 2015, Item #12, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$25,088 from \$95,792 to read: \$120,880.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.



**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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

Name: Lisa Morris, MSSW  
Title: Director

Health <sup>#</sup>First Family Care Center, INC.

6/19/17  
Date

Name: RICHARD D. SILVERBERG, MSSW, LICSW  
Title: PRESIDENT & CEO

6/15/17  
Date

**Acknowledgement of Contractor's signature:**

State of NH, County of MERRIMACK on 6/15/2017, before the undersigned officer, personally appeared the person identified directly 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

SUSAN D. CONNOLLY, NOTARY PUBLIC  
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 29, 2021

**SUSAN D. CONNOLLY  
Notary Public - New Hampshire  
My Commission Expires June 29, 2021**



Health <sup>#</sup>First Family Care Center

Amendment #2

Page 2 of 3

Contractor Initials: BDS  
Date: 6/15/17



**New Hampshire Department of Health and Human Services**  
**Statewide Community and School-Based Oral Health Services**

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

OFFICE OF THE ATTORNEY GENERAL

Date 4/27/17

Name: [Signature]  
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: RDS  
Date: 6/15/17

**Exhibit B-1 Budget SFY 2018**

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

Bidder/Contractor Name: Healthy Families First Care Center

*HEALTHFIRST FAMILY CARE CENTER, INC.*

Statewide Community and School-Based Oral  
Budget Request for: Health Services

Budget Period: SFY 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 4,326.50	\$ 432.65	\$ 4,759.15	
2. Employee Benefits	\$ 951.83	\$ 95.18	\$ 1,047.01	
3. Consultants	\$ 8,500.00	\$ 850.00	\$ 9,350.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 2,500.00	\$ 250.00	\$ 2,750.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 2,500.00	\$ 250.00	\$ 2,750.00	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,028.94	\$ 102.89	\$ 1,131.83	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 1,000.00	\$ 100.00	\$ 1,100.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 2,000.00	\$ 200.00	\$ 2,200.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 22,807.27</b>	<b>\$ 2,280.72</b>	<b>\$ 25,088.00</b>	

Indirect As A Percent of Direct

10.0%

Exhibit B-1 Budget SFY 2018

Contractor Initials: *ADB*

Date: *4/15/17*

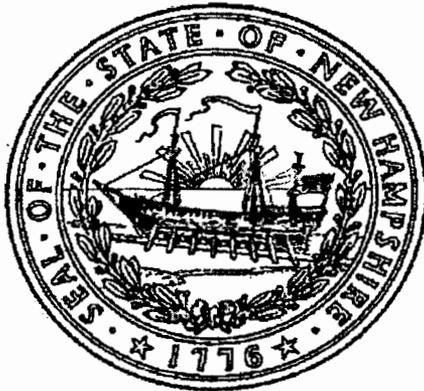
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEALTHFIRST FAMILY CARE CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 23, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 248976



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

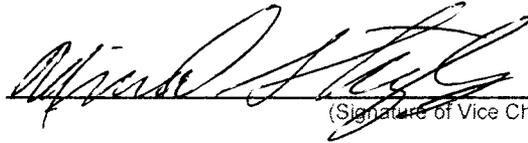
**CERTIFICATE OF VOTE**  
(Corporation without Seal)

I, Michael Stanley, do hereby certify that:

1. I am the duly elected Vice Chairman of the Board of Directors for the Nonprofit Corporation HealthFirst Family Care Center, Inc.
2. James Wells is the duly elected Chairman of the Board of the Corporation.
3. Richard Silverberg is the duly appointed President and Chief Executive Officer (CEO) of the Corporation.
4. The following resolution was adopted at a meeting of the Board of Directors held on the 26<sup>th</sup> day of April, 2017:

**RESOLVED:** That the Chairman of the Board of HealthFirst Family Care Center, Inc. and/or the President and CEO are hereby authorized on behalf of this Corporation to enter into Board-approved and previously authorized contracts with agencies of the Federal government and the State of New Hampshire and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications related thereto, as they may deem necessary, desirable, or appropriate as directed by the Board.

5. The forgoing resolution has not been amended or revoked, and remains in full force and effect as of the 15<sup>th</sup> day of June, 2017.

  
(Signature of Vice Chairman)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of June, 2017, by Michael Stanley.

  
(Signature of Notary Public)

**SUSAN D. CONNOLLY**  
Notary Public - New Hampshire  
My Commission Expires June 29, 2021

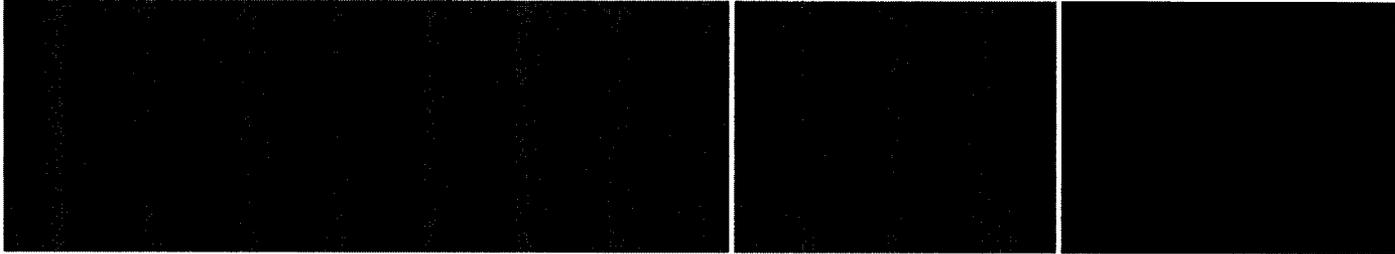
My Commission Expires: 06-29-2021



## ***Our Mission***

*It is the mission of Health First Family Care Center to provide high quality primary healthcare, treatment, prevention and education services required by the residents of the service area, regardless of ability to pay or insurance status, depending upon available Health First resources.*

*Health First coordinates and cooperates with other community and regional health care providers to assure the people of the region the fullest possible range of health and prevention services.*



**HEALTHFIRST  
FAMILY CARE CENTER, INC.**

**FINANCIAL STATEMENTS**

**and**

**REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING  
STANDARDS AND THE UNIFORM GUIDANCE**

**September 30, 2016 and 2015**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
HealthFirst Family Care Center, Inc.

### **Report on Financial Statements**

We have audited the accompanying financial statements of HealthFirst Family Care Center, Inc. (the Organization), which comprise the balance sheets as of September 30, 2016 and 2015, and the related statements of operations and 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 and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller 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 opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of HealthFirst Family Care Center, Inc. as of September 30, 2016 and 2015, 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.

**Other Matter**

Our audit was conducted for the purposes of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is 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 U.S. generally accepted auditing standards. 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 February 7, 2017 on our consideration of HealthFirst Family Care Center, 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 HealthFirst Family Care Center, Inc.'s internal control over financial reporting and compliance.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
February 7, 2017

HEALTHFIRST FAMILY CARE CENTER, INC.

Balance Sheets

September 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 915,383	\$ 461,297
Patient accounts receivable, less allowance for uncollectible accounts of \$65,000 in 2016 and \$60,000 in 2015	389,664	553,581
Grants receivable	73,697	121,357
Other current assets	<u>4,897</u>	<u>1,647</u>
Total current assets	1,383,641	1,137,882
Investment in limited liability company	16,203	-
Assets limited as to use	146,213	136,375
Property and equipment, net	<u>1,398,055</u>	<u>1,471,649</u>
Total assets	<u>\$ 2,944,112</u>	<u>\$ 2,745,906</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Line of credit	\$ 23,279	\$ 52,279
Accounts payable and accrued expenses	114,018	98,463
Accrued payroll and related expenses	237,984	183,324
Deferred revenue	45,710	21,529
Current portion of long-term debt	<u>43,088</u>	<u>45,442</u>
Total current liabilities	464,079	401,037
Long-term debt, less current portion	<u>1,312,944</u>	<u>1,356,032</u>
Total liabilities	1,777,023	1,757,069
Net assets		
Unrestricted	<u>1,167,089</u>	<u>988,837</u>
Total liabilities and net assets	<u>\$ 2,944,112</u>	<u>\$ 2,745,906</u>

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Operations and Changes in Net Assets

Years Ended September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$ 3,116,971	\$ 2,979,446
Provision for bad debts	<u>(360,209)</u>	<u>(439,124)</u>
Net patient service revenue	2,756,762	2,540,322
Grants, contracts and contributions	1,807,029	1,597,110
Equity in earnings of limited liability company	16,203	-
Other operating revenue	<u>24,347</u>	<u>16,264</u>
Total operating revenue	<u>4,604,341</u>	<u>4,153,696</u>
Operating expenses		
Salaries and benefits	2,820,353	2,602,720
Other operating expenses	1,476,561	1,019,980
Depreciation	76,385	75,089
Interest expense	<u>52,790</u>	<u>61,396</u>
Total operating expenses	<u>4,426,089</u>	<u>3,759,185</u>
Excess of revenue over expenses and increase in unrestricted net assets	178,252	394,511
Net assets, beginning of year	<u>988,837</u>	<u>594,326</u>
Net assets, end of year	<u>\$ 1,167,089</u>	<u>\$ 988,837</u>

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

**HEALTHFIRST FAMILY CARE CENTER, INC.**

**Statements of Cash Flows**

**Years Ended September 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 178,252	\$ 394,511
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	76,385	75,089
Equity in earnings of limited liability company	(16,203)	-
Provision for bad debts	360,209	439,124
(Increase) decrease in the following assets		
Patient accounts receivable	(196,292)	(468,315)
Grants receivable	47,660	(24,875)
Prepaid expenses	(3,250)	6,988
Increase in the following liabilities		
Accounts payable and accrued expenses	15,555	15,108
Accrued payroll and related expenses	54,660	43,225
Deferred revenue	<u>24,181</u>	<u>109</u>
Net cash provided by operating activities	<u>541,157</u>	<u>480,964</u>
Cash flows from investing activities		
Capital expenditures	(2,791)	(60,177)
Increase in assets limited as to use	<u>(9,838)</u>	<u>(9,836)</u>
Net cash used by investing activities	<u>(12,629)</u>	<u>(70,013)</u>
Cash flows from financing activities		
Repayments on line of credit	(29,000)	(36,001)
Principal payments on long-term debt	<u>(45,442)</u>	<u>(36,836)</u>
Net cash used by financing activities	<u>(74,442)</u>	<u>(72,837)</u>
Net increase in cash and cash equivalents	454,086	338,114
Cash and cash equivalents, beginning of year	<u>461,297</u>	<u>123,183</u>
Cash and cash equivalents, end of year	\$ <u>915,383</u>	\$ <u>461,297</u>
Supplemental cash flow disclosure		
Cash paid for interest	\$ 52,790	\$ 61,396

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

# HEALTHFIRST FAMILY CARE CENTER, INC.

## Notes to Financial Statements

September 30, 2016 and 2015

### **Organization**

HealthFirst Family Care Center, Inc. (the Organization) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality primary healthcare, treatment, prevention, and education services required by the residents in the Twin Rivers Region of New Hampshire, commensurate with available resources, and coordinating and cooperating with other community and regional healthcare providers to ensure the people of the region the fullest possible range of health services.

### **1. Summary of Significant Accounting Policies**

#### **Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles 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. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### **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.

#### **Cash and Cash Equivalents**

Cash and cash equivalents consist of demand deposits and exclude assets limited as to use.

#### **Allowance for Uncollectible Accounts**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for patient balances for all funding sources in the aggregate. 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.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 60,000	\$ 100,000
Provision	360,209	439,124
Write-offs	<u>(355,209)</u>	<u>(479,124)</u>
Balance, end of year	<u>\$ 65,000</u>	<u>\$ 60,000</u>

The decrease in the allowance for uncollectible accounts and provision is primarily a result of a decrease in patient accounts receivable balances due to improved collections.

**Grants Receivable**

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

**Investment in Limited Liability Company**

The Organization is one of eight partners who each made a capital contribution of \$500 to Primary Health Care Partners (PHCP). The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the Patient-Centered Medical Home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model, and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$16,203 at December 31, 2015, the last reporting period of PHCP.

**Assets Limited As To Use**

Assets limited as to use consist of cash set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan and assets designated by the Board of Directors.

# HEALTHFIRST FAMILY CARE CENTER, INC.

## Notes to Financial Statements

September 30, 2016 and 2015

### **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. Provision for depreciation is computed using the straight-line method over the useful lives of the related 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, expirations 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 long-lived assets.

### **Patient Service Revenue**

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. 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.

### **340B Drug Pricing Program**

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs 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. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

### **Charity Care**

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

**Functional Expenses**

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 3,706,855	\$ 3,130,981
Administrative and general	<u>719,234</u>	<u>628,204</u>
Total	<u>\$ 4,426,089</u>	<u>\$ 3,759,185</u>

**Excess of Revenue Over Expenses**

The statements of operations reflect 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).

**Subsequent Events**

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through February 7, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

Effective December 2, 2016, the Organization entered into a purchase and sale agreement with the owner of the Organization's medical office located in Franklin, New Hampshire to purchase the property on or before June 30, 2017.

2. **Assets Limited as to Use**

Assets limited as to use are as follows:

	<u>2016</u>	<u>2015</u>
U.S. Department of Agriculture Rural Development (Rural Development) loan agreements	\$ 94,200	\$ 84,368
Designated by the governing board for Working capital	40,000	40,000
Capital acquisition and maintenance	<u>12,013</u>	<u>12,007</u>
Total	<u>\$ 146,213</u>	<u>\$ 136,375</u>

**HEALTHFIRST FAMILY CARE CENTER, INC.**

**Notes to Financial Statements**

**September 30, 2016 and 2015**

**3. Property and Equipment**

Property and equipment consists of the following:

	<u>2016</u>	<u>2015</u>
Building and improvements	\$ 1,684,182	\$ 1,684,182
Leasehold improvements	103,276	129,687
Furniture and equipment	<u>309,473</u>	<u>527,194</u>
 Total cost	 2,096,931	 2,341,063
Less accumulated depreciation	<u>698,876</u>	<u>869,414</u>
 Property and equipment, net	 <u>\$ 1,398,055</u>	 <u>\$ 1,471,649</u>

**4. Line of Credit**

The Organization has a \$300,000 line of credit arrangement with a local bank payable on demand, through March 2017, with interest of 5.5% at September 30, 2016. The Organization may borrow up to a maximum of 75% of accounts receivable. The outstanding balance on the line of credit was \$23,279 and \$52,279 at September 30, 2016 and 2015, respectively. Borrowings on the line of credit are collateralized by all of the Organization's business assets. The line of credit contains a minimum debt service coverage covenant requirement which was met at September 30, 2016.

**5. Long-Term Debt**

Long-term debt consists of the following:

	<u>2016</u>	<u>2015</u>
4.125% promissory note payable to Rural Development, through March 2037, paid in monthly installments of \$8,186, including interest. The note is collateralized by all tangible property owned by the Organization.	\$ 1,356,032	\$ 1,401,474
Less current portion	<u>43,088</u>	<u>45,442</u>
 Long-term debt, less current portion	 <u>\$ 1,312,944</u>	 <u>\$ 1,356,032</u>

Maturities of long-term debt for the next five years are as follows:

2017	\$ 43,088
2018	44,925
2019	46,813
2020	48,781
2021	50,832

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

6. Patient Service Revenue

Patient service revenue is as follows:

	<u>2016</u>	<u>2015</u>
Gross charges	\$ 3,989,671	\$ 3,757,905
Less: Contractual adjustments	(1,128,671)	(979,123)
Sliding fee scale adjustments	<u>(129,465)</u>	<u>(129,009)</u>
Medical patient service revenue	2,731,535	2,649,773
340B pharmacy revenue	<u>385,436</u>	<u>329,673</u>
Total patient service revenue	<u>\$ 3,116,971</u>	<u>\$ 2,979,446</u>

The Organization has agreements with the Centers for Medicare & Medicaid Services (Medicare) and New Hampshire Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. 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. 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.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2015.

Medicaid and 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.

# HEALTHFIRST FAMILY CARE CENTER, INC.

## Notes to Financial Statements

September 30, 2016 and 2015

The Organization provides care to clients who meet certain criteria 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, they are not reported as revenue. 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 was \$154,063 and \$141,910 for the years ended September 30, 2016 and 2015, 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.

### 7. Retirement Plan

The Organization has a contributory defined contribution plan covering eligible employees. The Organization contributed \$53,779 and \$33,364 for the years ended September 30, 2016 and 2015, respectively.

### 8. Commitments and Contingencies

#### Medical Malpractice

The Organization is protected from medical malpractice risk as an 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 September 30, 2016, 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.

#### Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2017	\$	64,061
2018		65,519
2019		67,007
2020		68,522
2021		70,066
Thereafter		<u>53,437</u>
Total	\$	<u>388,612</u>

Lease expense was \$59,514 and \$62,815 in 2016 and 2015, respectively.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed 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 whom are local residents and are insured under third-party payer agreements. Following is a summary of gross accounts receivable, by funding source:

	<u>2016</u>	<u>2015</u>
Medicare	27 %	36 %
Medicaid	37 %	40 %
Other	<u>36 %</u>	<u>24 %</u>
Total	<u><u>100 %</u></u>	<u><u>100 %</u></u>

**SUPPLEMENTARY INFORMATION**

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2016

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>
<u>United States Department of Health and Human Services</u>			
<u>Direct</u>			
Health Centers Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		\$ 218,842
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		<u>894,988</u>
Total Health Centers Cluster			1,113,830
<u>Pass-Through</u>			
State of New Hampshire Department of Health and Human Services			
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations financed in part by Prevention and Public Health Funds	93.752	102-500731/90080081	7,733
Block Grants for Prevention and Treatment of Substance Abuse	93.959	102-500734/49156501	30,003
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080000	17,637
Preventive Health and Health Services Block Grant Funded Solely with Prevention and Public Health Funds (PPHF)	93.758	102-500731/90072003	10,082
Bi-State Primary Care Association			
Cooperative Agreement to Support Navigators in Federally- facilitated and State Partnership Marketplaces	93.332	1NAVA150228-01-00	<u>41,600</u>
Total Federal Awards, All Programs			<u>\$ 1,220,885</u>

The accompanying notes are an integral part of this schedule.

**HEALTHFIRST FAMILY CARE CENTER, INC.**

**Notes to Schedule of Expenditures of Federal Awards**

**Year Ended September 30, 2016**

**1. Basis of Presentation**

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of HealthFirst Family Care Center, Inc. (the Organization). The information in this schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). 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 HealthFirst Family Care Center, Inc..

**2. 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 the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule 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. The Organization has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.



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

Board of Directors  
HealthFirst Family Care Center, Inc.

We have audited, in accordance with U.S. generally accepted auditing standards 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 HealthFirst Family Care Center, Inc. (the Organization), which comprise the balance sheet as of September 30, 2016, and the related statements of operations 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 February 7, 2017.

**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 auditing 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 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 of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed 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.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
February 7, 2017



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors  
HealthFirst Family Care Center, Inc.

**Report on Compliance for the Major Federal Program**

We have audited HealthFirst Family Care Center, Inc.'s (the Organization's) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended September 30, 2016. The Organization's major federal program is 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 federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for the Organization's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance 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 the major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

***Opinion on the Major Federal Program***

In our opinion, HealthFirst Family Care Center, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2016.

## Report on Internal Control Over Compliance

Management of the Organization 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, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, 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.

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 the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
February 7, 2017

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Findings and Questioned Costs

Year Ended September 30, 2016

1. Summary of Auditor's Results

**Financial Statements**

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified?  Yes  No
- Significant deficiency(ies) identified that are not considered to be material weakness(es)?  Yes  None reported
- Noncompliance material to financial statements noted?  Yes  No

**Federal Awards**

Internal control over major programs:

- Material weakness(es) identified?  Yes  No
- Significant deficiency(ies) identified that are not considered to be material weakness(es)?  Yes  None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?  Yes  No

Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
	Health Centers Cluster
93.224	Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)
93.527	Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee?  Yes  No

**HEALTHFIRST FAMILY CARE CENTER, INC.**

**Schedule of Findings and Questioned Costs (Concluded)**

**Year Ended September 30, 2016**

**2. Financial Statement Findings**

None.

**3. Federal Award Findings and Questioned Costs**

None.

**HEALTHFIRST FAMILY CARE CENTER, INC.**

**Summary Schedule of Prior Audit Findings**

**Year Ended September 30, 2016**

Finding Number

2015-001

Condition Found

Cash and checks received at the time of the patient visit are forwarded to the billing manager by the front desk staff for reconciliation and are then provided to the accounting assistant to prepare the deposit. Checks received through the mail are forwarded to the accounting assistant by the administrative assistant to prepare the deposit. The deposits are maintained by the chief financial officer (CFO) until the deposit is made. There is currently no independent verification that all cash and checks received were properly deposited. Both the billing manager and accounting assistant have access to adjust patient balances in the billing system.

Recommendation

We recommended the following related to cash and checks received at the time of the patient visit: the billing manager should verify each deposit agrees with his/her reconciliation as a mitigating control for the accounting assistant's and CFO's access to the cash receipts. We also recommended the CFO verify amounts included on the deposits agree with the carbon copy receipt maintained by the front desk at least monthly as a mitigating control to the billing manager's access to the cash receipts. We recommended the following related to checks received through the mail: The administrative assistant should verify that each deposit agrees with his/her log.

Action Taken

The billing manager added a reconciliation signature line to the front-desk daily log sheet for cash receipts. The billing manager now signs off on each front-desk "cash box daily reconciliation sheet", which records patient received cash & checks, to verify that the amounts shown on these sheets match with each bank deposit slip. The billing manger notes on each bank deposit slip by initialing and adding the date when each deposit reconciliation was completed.

The CFO performs random monthly audits of the front-desk receipt books to verify that front-desk records of cash receipts from patients match with deposited amounts.

Status

Corrected

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings (Continued)

Year Ended September 30, 2016

<u>Finding Number</u>	2015-002
<u>Condition Found</u>	During our testing of the internal controls over payroll, we noted time sheets for 6 of 22 hourly employees did not have a supervisory signature.
<u>Recommendation</u>	Time sheets for both hourly and salary staff should include supervisory review in accordance with the Organization's policy. Additionally, the CFO should sign and date the payroll reports when received as evidence of review.
<u>Action Taken</u>	A process has been put in place to assure that supervisors/managers are reviewing and signing off on their direct report's time sheets. The administration assistant at each location receives the time sheets for each pay period on the day payroll is processed. They review each of the time sheets to ensure employee and supervisor signatures are executed. If not, they take the time sheet back for the appropriate review and signature. Once they have all been obtained, time sheets are then forwarded for payroll processing. Once completed payroll documents are received by front-desk, they are given to CFO un-opened. CFO opens PayChex package, reviews payroll register and signs front cover that documents have been reviewed.
<u>Status</u>	Corrected

**HEALTHFIRST FAMILY CARE CENTER, INC.**

**Summary Schedule of Prior Audit Findings (Continued)**

**Year Ended September 30, 2016**

<u>Finding Number</u>	2015-003
<u>Condition Found</u>	During our testing of the internal controls over billing, we noted 6 of 42 encounters were billed at the incorrect rate as a result of a number of different circumstances; 1 of 42 bills did not include a procedure code as the code was inactive in the billing system; and 1 of 2 sliding fee scale adjustments was applied to a patient balance when the sliding fee application had expired.
<u>Recommendation</u>	We recommended the billing manager perform a detailed review of a sample of claims and related patient activity prior to claim submission. We also recommended management stress the importance of timely follow-up on denials to ensure maximum collections on services billed.
<u>Action Taken</u>	The billing department has developed and documented a process for the certified coding specialist that allows for some charges prior to claim submission to be reviewed. The certified coder's process of conducting regular and detailed audits of claims before submission includes the review of proper coding, chart documentation, charges applied and patient information all prior to claim submission. This claims audit process is completed no less than weekly for two or three claims, but not less than ten claims monthly.
<u>Status</u>	Corrected

**HEALTHFIRST FAMILY CARE CENTER, INC.**

**Summary Schedule of Prior Audit Findings (Continued)**

**Year Ended September 30, 2016**

<u>Finding Number</u>	2015-004
<u>Condition Found</u>	During our testing of journal entries, we noted all journal entries were posted by the CFO. There is currently no supervisory review of the journal entries.
<u>Recommendation</u>	We recommended the accounting assistant be trained to prepare reconciliations and post journal entries and these journal entries be reviewed by the CFO. In the event where a journal entry is posted by the CFO, we recommended the chief executive officer review the entry. We further recommend all journal entries be supported by the underlying documents and reconciliations and the signature and date of the preparer and reviewer.
<u>Action Taken</u>	The finance team was expanded for a part-time data entry position to to create better separation of duties. All posting of journal entries to the general ledger have been pushed down from the CFO to the accounting assistant. The CFO reviews and approves all journal entries by signing an "unposted general ledger transaction report" before any posting of journal entries is done.
<u>Status</u>	Corrected

**HEALTHFIRST FAMILY CARE CENTER, INC.**

**Summary Schedule of Prior Audit Findings (Continued)**

**Year Ended September 30, 2016**

<u>Finding Number</u>	2015-005
<u>Condition Found</u>	During our testing of the board composition, we noted that 5 of 12 members were clients of the Organization which is only 42% client representation, not a majority.
<u>Recommendation</u>	We recommend management continue to actively engage in new member recruitment, with an emphasis on clients of the Organization.
<u>Action Taken</u>	<p>The following outlines the plan that was put into place for recruiting additional client representatives to the board: (1) Identifying potential board members; (2) Soliciting names of appropriate client candidates from HealthFirst Family Care Center staff, via email and staff meetings; (3) Posters about the role of the board and their importance to the center are prominently posted in HealthFirst waiting and public spaces; (4) Informational flyers about the Board of Directors and the need for consumer members are available to clients at check-in; (5) Notices included in mailings sent to all HealthFirst clients asking for their help; and, (6) Asking clients with an interest in serving on the board, to make their interest known to staff, or the Board Nominating Committee Chairperson.</p> <p>As a result of the efforts outlined above, the Organization was able to recruit enough additional clients as board members to exceed the majority requirement.</p>
<u>Status</u>	Corrected

**HEALTHFIRST FAMILY CARE CENTER, INC.**

**Summary Schedule of Prior Audit Findings (Concluded)**

**Year Ended September 30, 2016**

<u>Finding Number</u>	2015-006
<u>Condition Found</u>	During our testing of the Federal Financial Report (FFR), we noted that the FFR was originally filed with amounts reported in the section that is to be completed when the grant has a match component. Program income was also reported however the FFR did not report the full amount of program income for the budget period. The FFR filing was rejected and a revised filing was completed with program income removed from the report. The Program does not have a match component and therefore the section should not have been completed. The Program required reporting of program income which was omitted.
<u>Recommendation</u>	We recommend a revised FFR be filed as soon as possible.
<u>Action Taken</u>	A revised FFR reporting the correct amount of program income for the budget period was submitted on 1/12/2016.
<u>Status</u>	Corrected

**HEALTHFIRST FAMILY CARE CENTER, INC.  
Board of Directors**

<b>Last</b>	<b>First</b>	<b>Title</b>	<b>Classification</b>	<b>Current Term</b>
Andreski	Michele	Director	Client Representative	Mar 2016 to 2019
Burns	Scott	Director	Community Representative	Jun 2015 to 2018
Davis	Robert	Director	Client Representative	Oct 2016 to 2019
Donovan	Kevin	Director	Agency Representative	Mar 2017 to 2020
Fecteau	Stephen	Director	Client Representative	Aug 2015 to 2018
Gagnon (Baillargeon)	Sarah	Director	Agency Representative	Feb 2014 to 2017
Laurent	Karen	Director	Client Representative	Mar 2016 to 2019
Lennon	Michelle	Director	Community Representative	Jun 2015 to 2018
Lipman	Henry	Director	Community Representative	Sep 2014 to 2017
Merriman	Christine	Director	Client Representative	Mar 2017 to 2020
Normandin	Barbara	Director	Agency Representative	Feb 2015 to 2018
Powers	Laura	Director	Client Representative	Mar 2015 to 2018
Purslow	William	Secretary/Treasurer	Community Representative	Jun 2014 to 2017
Stanley	Michael	Vice Chair	Client Representative	Jul 2016 to 2019
Wells	James	Chair	Client Representative	Mar 2014 to 2017
Wnuk	Susan	Director	Agency Representative	Mar 2015 to 2018

# Ted Bognani

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## Professional Summary

- Experienced senior manager with international organizations specializing in accounting, budget development, financial planning & forecasting, internal audit, HR management, and IT systems.
- Proven record of building strong operational & financial support systems for overseas project operations.
- Strong knowledge of federal rules & regulations including OMB circulars, CDC, USAID and FAR & FASB compliance issues as well as A-133 audit requirements.
- Skilled in developing and implementing standardized operating policies and procedures for all aspects of administration, accounting, grants & sub-awarding under USAID and other Federal agency rules.
- Over 10 years experience working internationally in Africa, Asia & Eastern Europe.

## Experience

### Health First Family Care Center

Job Title: **Chief Financial Officer**

2011 - Present

- Direct the business operations of two health center locations; duties include; general ledger accounting, A/P, A/R & billing dept., cash management, budgets, procurement, facilities, risk and federal compliance.
- Prepare financial & compliance reports to the Board of Directors, State Agencies and Federal Agencies.
- Provide financial analysis & forecast data to CEO and manage the agency budget and federal grants.
- Develop policy & procedures for improving grant management & accounting operations (SAGE Fund Acct).
- Oversee external financial statement audit, A-133 audit and IRS 990 preparation.

### World Learning

2008 - 2011

Job Title: **Director of Finance**

- Directed a team of financial analyst in organization wide process for development of annual and project based budgets (\$130M annual company budget, \$70M international federal grant & contract funds).
- Lead analyst team in financial planning, quantitative analysis, multi-year forecasting and compliance reporting.
- Develop policy/procedures to improve domestic & international accounting operations, cash flow, forecasting, FX hedging, indirect cost recovery and international grant/project management & reporting (Datatel ERP).
- Assisted CFO in treasury operations, international banking, foreign exchange hedging and endowment portfolio.
- Assisted CFO on federal indirect cost control issues, granting & contracting processes and project compliance.
- Prepared board & senior management reports on budget, investments, forecasts and financial performance.
- Directed process and system improvements including implementation of budget & reporting software, field accounting software, HR & payroll information systems and web based technology for management reports.

### The American Youth Foundation

2005 - 2008

Job Title: **Director of Finance**

- Directed the student registrar office, accounting team, human resource functions, audit, risk management, facilities staff and general administrative functions for 3 locations (MO, MI & NH).
- Directed the information technology (IT) services for company's 3 office network, including installation of new email and communication systems and moving financial systems to web platform & Citrix desktop.
- As senior management, participated in strategic planning, policy formation and major decision making with CEO & Board of Directors.
- Served Foundation's Board on all financial, audit & investment matters.

**Institute for Sustainable Communities**

2003 - 2005

**Job Title: Director of Finance & International Operations**

- Directed administration, HR, finance & business services for headquarters and 10 country offices.
- Managed A-133 audits and responsible to insure USAID, FAR & OMB rules/regulation compliance on projects.
- Developed and implemented cost allocation plans, policies and procedures for overseas operations insuring approval of USAID indirect cost rate (NICRA) and consistent application of cost recovery on grants & IQCs.
- Directed international finance staff in country offices to insure compliance on USAID sub-award programs.
- Implemented a new ERP & accounting system for headquarters and provided overseas training in QuickBooks.
- Lead financial person for agency, presented financial statements to Board, audit committee & donors.

**Global Health Council**

1998 - 2003

**Job Title: Finance Director**

- Directed agency functions & policy for facilities, accounting, human resources & information technology.
- Directed grant & contract reporting & compliance on federal & privately funded projects and programs. Developed agencies first indirect cost allocation plan and negotiated indirect cost rate with USAID.
- Implemented new fund accounting package (Blackbaud Fund Accounting – switched from QuickBooks).
- Directly managed employee benefit programs, including 403(b) pension, health, dental & life insurances.
- Provided oversight on hiring & firing decisions, payroll and employee evaluations, pay-raise & merit award system and welfare matters.
- Oversaw development and directed agencies IT systems & web-site implementation, includes VOIP system using dedicated PTP, administer the VPN frame relay, provided direct PC & LAN/WAN hardware support for WinNT/2000 servers, MS BackOffice & Exchange Server.

**Southeastern Vermont Community Action**

1993 - 1998

**Job Title: Director of Finance**

- Directed all administrative, personnel, IT & financial management functions.
- Primary liaison to Board of Directors, funders and public donors on financial matters.
- Directed agency accounting, grant reporting, Medicaid & Medicare billing, and federal & state compliance program.
- Directed grant reporting & compliance on federal, state & privately funded projects and programs.
- Managed HR systems, employee benefits, insurance and 403(b) pension plan.

**CARE, International Development Agency**

1988 - 1993

**Job Title: Deputy Country Director, Administration and Finance - Uganda**

- Directed HR, IT and accounting/financial functions for country-wide operations. Took lead in agency planning and major grant, contract & business negotiations
- Directed grant reporting & compliance on federal, state & privately funded projects.
- Developed training programs in HR, procurement, inventory control, planning & budgeting to comply with federal funding requirements.

**Job Title: Controller CARE Emergency Relief Office in Mogadishu - Somalia,**

- Supervise Accounting, HR and IT systems & Administrative staff for relief operations in 4 major refugee camps throughout Somalia.
- Prepared and audited monthly financial documents for reporting to headquarter on an annual budget of US 78.9 million. Managed all balance sheet & income statement accounts

**Education:**

- **Masters of International Administration, World Learning's School for International Training**
- **US Peace Corps, Philippines**
- **B.S. Business Administration, University of Vermont**

**Elizabeth Kantowski**



**Health First Family Care Center**

**March 2002 – Present - Administrative Services/Human Resources Manager**

Staff recruitment; benefit enrollment; advise staff on personnel issues; physician credentialing; prepare supporting grant application and report documents; administer the School Based Oral Health Program; coordinate administrative support to executive director and staff of two non-profit organizations; attend Board of Director meetings and record minutes; supervision of one staff member.

**MacNeill Worldwide, Inc., ISO 9001 – October 1996 to November 2001**

**Human Resources Manager**

Responsible for staffing recruitment and selection; advising staff of human resource policies and state and federal employment laws; creating and conducting new staff orientation; conducting and arranging staff training; managing department budget; monthly staffing reports; payroll and benefit programs; worker compensation; conflict resolution; safety committee member; staff morale programs; supervision of one staff member.

**Nickerson Assembly – September 1994 to August 1996**

**Human Resources Manager/Administrative Assistant to President**

Staffing recruitment and selection; payroll preparation; ISO implementation team; benefits administration, safety committee chair; newsletter editor; administered and interpreted the Benzinger Thinking Styles Assessment, supervision of one staff member.

**Sunny Knoll Retirement Home – May 1993 to February 1994**

**Office Manager**

Responsible for accounts payable, receivable and payroll; Home administrator on a rotating basis for off hours and weekends.

**HomeBank – December 1991 to May 1993**

**Administrative Assistant to Assets Manager – Bank closed by RTC**

**Catholic Medical Center – September 1991 to December 1991**

**Per Diem Human Resources Assistant**

**Education/Training/Membership**

- Notre Dame College – 128 credits
- Human Resources Internship – Catholic Medical Center
- Dynamic Leadership – Effective Personal Productivity
- Dale Carnegie – Public Speaking and Human Relations
- Society for Human Resources Management
- Certified Human Resource Professional, 2000-2004

**References will be provided upon request**

## **Richard D. Silverberg MSSW, LICSW**

841 Central St. Franklin NH 03235  
(603) 934-0177 e-mail: rsilverberg@ccntr.org

### **EXPERIENCE**

- 1995-Present Caring Community Network of the Twin Rivers/Health First Family Care Center, Franklin, NH  
**Managing Director** Caring Community Network of the Twin Rivers  
**Executive Director** Health First Family Care Center
- 1994-Present Synergy Works Consulting  
**Principal**
- 1979-1994 Central New Hampshire Community Mental Health, Concord, New Hampshire  
(1987-1994) **Vice-President**, Planning, Program Development and Community Support  
(1979-1987) **Director**, Community Housing, Consultation and Education, EAPs
- 1978-1979 Consortium for Youth of South Central Connecticut, New Haven, Connecticut  
**Community Systems Developer**
- 1975-1978 Human Services and Resources Center, West Haven, Connecticut  
**Community Based Social Worker**
- 1979-Present Appalachian Mountain Club  
**Director:** Winter and Spring and Fall Mountain Safety Schools for New Hampshire Chapter

### **TEACHING EXPERIENCE**

- 1994-2007 University of New Hampshire, Graduate School of Social Work  
**Instructor:** "Social Welfare Policy", "Community Organization", and "SW Management"
- 1994-Present University of New Hampshire, Graduate School of Social Work  
**Field Instructor**
- 1977-1993 UCONN, UNE, Plymouth State College and Boston University  
**Field Supervisor** and **guest lecturer** to graduate social work students

### **EDUCATION**

BS, 1974, Major Biology and Social Work, University of Wisconsin Madison Wisconsin  
MSSW, 1975, Master of Science and Social Work, University of Wisconsin, Madison

### **MEMBERSHIPS/CERTIFICATIONS**

NASW, National Association Social Workers, ACSW, Certified since 1978, LICSW, 1994  
Appalachian Mountain Club, New Hampshire Chapter, Concord Community Players (Theater group)  
Association of Experiential Education

### **COMMUNITY BOARDS**

- 1988-2004 Founding member of Concord Area Trust for Community Housing (CATCH)  
1995-Present Caring Community Network of the Twin Rivers  
1997-Present Community Health Access Network (CHAN)  
2000-2009 Endowment for Health Advisory council  
1999-Present BiState Primary Care Assn.  
2008-Present Bridges 2 Prevention Alcohol and Drug Abuse Prevention board

## **Richard D. Silverberg MSSW, LICSW**

841 Central St. Franklin NH 03234

(603) 934-0177

E-Mail: [rsilverberg@ccntr.org](mailto:rsilverberg@ccntr.org)

### **SKILLS**

#### **MANAGEMENT AND ADMINISTRATION**

- Directed integrated health and human services network
- Executive Director, start up, community primary health care center (FQHC)
- Managed nine departments combined staff of 75 with budget of \$5 million
- Administered direct service programs for adults and children
- Director consultation, education and Employee Assistance Programs
- Led major program reorganization and systems change efforts
- Wrote proposals and administered grant funded programs
- Recruited, trained and supervised diverse professional staff, students and volunteers
- Prepared budgets and administered financial/service contract compliance for positive bottom line
- Worked with diverse funding, Medicaid, Medicare, HMO, self pay, and capitated contracts, cost based

#### **PROGRAM PLANNING AND DEVELOPMENT**

- Established interdisciplinary teams of professionals to provide comprehensive services
- Conducted comprehensive, citizen participatory, regional needs assessment and planning process
- Designed and administered community consultation, education and training program
- Worked with community groups, schools, agencies, business and industry to assess needs and develop contracts for consultation and training services
- Designed and developed community housing continuum (150 beds)
- Developed primary health care and prevention programs in the community
- Marketed and developed Managed Care and Employee Assistance programs
- Organized multi-agency consortia and affiliate networks to streamline service delivery

#### **DIRECT SERVICE**

- Initiated group services which utilized adaptive Outward Bound adventure challenge techniques
- Delivered direct community needs assessment, education, consultation, and training services
- Carried caseload for individual, family and group treatment, and provided crises intervention service
- Planned and instituted conferences and community prevention programs

#### **TECHNICAL SKILLS**

- Facilitates planning, all aspects of site selection and design considerations for specified clinical usage
- Proposal and bid package development and review, negotiating contracts for construction
- Knowledgeable of building, life safety, licensing and JCAHO requirements
- Fixed assets management, including buildings vehicles and computers
- Computer systems, Windows, MACs, Networks, spreadsheets, relational data bases, web sites
- Designed and developed networked computerized clinical database systems, EMR/EHR

#### **OTHER**

Married, two children, hiker, camper, cross country skier, snowshoer, woodworker, built own house, volunteers to design and build stage settings with local theatre groups. Instructor in outdoor leadership.

#### **SUMMARY**

Thirty-six years of management and direct experience with agencies, organizations, business, community systems, Networks, groups and individuals. Outstanding skills in community systems analysis, program planning and new starts, linking innovative human and technological solutions.

# Susan E. Smith

## PROFESSIONAL SUMMARY

- Transformational leader with strategic vision and demonstrated ability to innovate, design and operationalize programs, services and processes based on research and thorough qualitative and quantitative analysis
- Effective communicator, relationship builder and facilitator to build partnerships that help achieve sustainable solutions
- Demonstrated strong leadership capabilities and management experience; strategic thinker who is detail oriented and outcome focused resulting in greater efficiency, effectiveness, fiscal management and regulatory compliance
- Highly motivated problem solver with experience in continuous quality improvement and systems analysis

## PROFESSIONAL EXPERIENCE

### **Chief Operating Officer**

*HealthFirst Family Care Center, Laconia & Franklin, NH*

2017 - present

- Direct, supervise and coordinate the overall clinical and day-to-day operations
- Develop and administer policies on clinical and business operations
- Strategic planning

### **Executive Director**

*NH Voices for Health, Concord, NH*

2011 - 2016

- Transitioned a health policy and advocacy project to a 501 (c) 3 organization with grant funded operational budget in excess of \$500,000
- Collaborated with public, private and government entities towards quality, affordable health care and healthcare system transformation
- Administered day-to-day operations and all grants, contracts and agreements
- Implemented organizational policies/procedures and advocacy evaluation measures

### **Administrator/Chief Operating Officer**

*Taylor Community, Laconia, NH*

2001 - 2010

- Designed, developed and led key strategic improvement projects/initiatives and systems focused on person centered care, including center of excellence for memory loss care and services, adult day health activity based program, dementia care training, community collaborations for services to seniors, development of systems to enhance and promote best practices in senior living
- Administered day-to-day operations with a person-centered focus
- Organized and led data-driven Continuous Quality Improvement (CQI) program, including training, with development of performance indicators for all departments to

achieve quality, consistency and effective outcomes for Independent, Assisted Living and Nursing residents in long term care setting

- Established organization-wide incident reporting system with responsibility for root cause analysis of Sentinel Events, Critical Incidents and Red Flag trends
- Facilitated stakeholder focus groups with community members, residents and staff, which identified needs and issues followed by development and implementation of action plans
- Served on Department of Health and Human Services work-groups and contributed to revisions to RSA 151 (Health Facility, Residential Care, and Non-Residential Health Care licensing) and He-P 803 NH Nursing Homes Regulations, and Department of Insurance proposed legislation LSR 2400 regarding "Virtual Continuing Care Retirement Communities."
- Developed and implemented operational and capital budgets (upwards of \$12 million) and exercised expense management resulting in positive operational variance

### **Director of Patient Care Services**

*Lakes Region General Healthcare, Laconia, NH*

1989 – 2001

- Functioned as Associate Vice President with leadership and oversight of operational and clinical performance of OB/GYN, Pediatrics, Orthopedics, Behavioral Health (Psychiatry), Chemical Dependency, Cardiology, Neurology, Vascular, Sleep Center, Medical Imaging and Pathology/Laboratory
- Performed clinical quality data and financial analysis based on organizational priorities to better inform decision-making
- Led Continuous Quality Improvement (CQI) efforts for inpatient and outpatient services and departments leading to measurable results and performance improvement
- Facilitated multidisciplinary teams to establish and implement policies and procedures based on research of best practices to achieve quality, consistency and effective outcomes
- Active participant in Medical Executive Committee, medical service department meetings and Quality & Utilization Committee identifying opportunities for improvement in care and services and adherence to practice standards and increased accountability
- Engaged physicians and key stakeholders and served as internal consultant to design, develop and operationalize major special projects, innovations and initiatives (Breast Imaging, Special Procedures/Cardiac Catheterization program, Women and Children's Health Service, and Single Room Maternity Care) with responsibility for total project management including capital expenses, construction, staff training, policies and procedures and negotiated agreements and partnerships with other health systems including Concord Hospital, Catholic Medical Center, Concord Cardiology Associates, and Women's Health Center
- Identified multiple opportunities for expense reduction/revenue generation including enforcement of contracts, vendor negotiation, budgeting, adherence to practice standards and increased accountability
- Developed and implemented operational and capital budgets (multi-million dollars) and exercised expense management resulting in positive operational variance

- Authored white paper on obstetric and gynecologic services at Franklin Regional Hospital based on physician, staff, and patient stakeholder engagement process
- Researched mandatory staff education and training in a rural community hospital resulting in the redesign of mandatory education for 1000 employees to be more effective and efficient through the use of interactive, computer based training modules

### **Various management positions**

*Wake Medical Center, Raleigh, NC*

1977 – 1989

- Managed the operational and clinical performance in the Ambulatory Services Department (44 clinics) providing direct patient care, patient education, Quality and Appropriateness projects, staff development and training, and training program for interns and residents of the Medical School of the University of North Carolina and Duke University
- Developed and operationalized Reproductive Center (In Vitro Fertilization and sperm bank) including capital expense management, construction management, policies and procedures and collaborative agreement with the University of North Carolina.

### **EDUCATION, CERTIFICATION AND LICENSURE**

- *Graduate Certificate in Analytics*, University of New Hampshire, Graduate School, Durham, NH
- *Master of Healthcare Administration*, University of Minnesota, Carlson School of Management, Minneapolis, MN
- *Bachelor of Science in Nursing*, Magna Cum Laude, Saint Anselm College, Manchester, NH
- *Nurse Executive, Board Certified*, American Nurses Credentialing Center (1994 – 2019)
- *Certification in Dementia Care*, Rush University Medical Center - Alzheimer's Disease Center/Life Services Network, Chicago, IL
- *Registered Nurse* – NH
- *Licensed Nursing Home Administrator* – NH (2001 – 2012)

### **PROFESSIONAL AFFILIATIONS**

- American Nurses Association (ANA)
- NH Nurses Association (NHNA) – Government Affairs Commission
- NH Public Health Association (NHPHA)
- Leadership New Hampshire, Class of 2011

## SELECTED PRESENTATIONS AND PUBLICATIONS

- Health Action 2016: Influencing Systems Transformation Through State Innovation Models
- ConsumersUnion Health Care Value Hub webinar: Releasing New Data for Maximum Impact: Early Thoughts
- Community presentation of Escape Fire – The Fight to Rescue American Healthcare film and panel discussion
- CHAD Dartmouth-Hitchcock, School Health Symposium: Health Care Reform and NH Families
- Leadership New Hampshire: Role of the Nonprofits in Health and Healthcare
- American Medical Directors Association: Contributing Editor, AMDA Assisted Living Medication Administration Manual
- Dartmouth Hitchcock Medical Center: Advanced Concepts in Gerontologic Care - Improving the Care of Older Adults
- Dartmouth Hitchcock Medical Center: Best Practices in the Care for Older Adults - A Microsystems Approach
- Taylor Community: Dementia Care Training Course (authored nine module curriculum)

## COMMUNITY ENGAGEMENT

- Foundation for Healthy Communities – Healthcare Decisions Coalition
- Winnepesaukee Public Health Council – Executive Committee
- Lakes Region Partnership for Public Health – Emergency Preparedness/Medical Subcommittee; Refugee Connections Committee; School-based immunization clinics
- Lakes Region Community College Nursing Program Advisory Board
- Lakes Region Medical Reserve Corps
- NH Emergency System for Advance Registration of Volunteer Health Professionals
- Genesis Behavioral Health – Advisory Committee, past vice chair Board of Directors
- NH Roadmap for Health Advisory Board (MapNH Stakeholder Group)
- Francoeur-Babcock Memorial Tournament Committee Board of Directors
- Got Lunch! Laconia – founding member Advisory Board
- Pine Ridge Indian Reservation, South Dakota – service trip
- Hurricane Katrina work team – Back Bay Mission, Biloxi, MS 2006, 2007, 2008
- Former Belknap County Citizens Council on Children and Families, chair
- Town of Gilford, NH, former elected member of the Gilford Budget Committee

**HEALTHFIRST FAMILY CARE CENTER, INC.**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Bognani, Ted	Chief Financial Officer	\$108,700.00	0%	0%
Kantowski, Liz	Human Resources Director	\$86,530.00	5%	\$4,326.50
Silverberg, Richard	President and CEO	\$142,251.00	0%	0%
Smith, Susan	Chief Operating Officer	\$94,994.00	0%	0%

23

16 JV



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



G&C APPROVED  
Date: 5/6/15  
Item #16

March 13, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$771,894, from \$771,894 to \$1,543,788, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Catholic Medical Center	Manchester	\$142,400
Coos County Family Health Services, Inc.	Berlin	\$388,000
Easter Seals New Hampshire	Manchester	\$142,400
Families First of the Greater Seacoast	Portsmouth	\$205,336
Goodwin Community Health	Somersworth	\$189,792
Health First Family Care Center	Franklin	\$95,792
Lamprey Health Care, Inc.	Newmarket	\$96,394
Monadnock Community Hospital	Peterborough	\$95,792
Speare Memorial Hospital	Plymouth	\$91,482
Tri-County Community Action Program, Inc.	Berlin	\$96,400
<b>TOTAL:</b>		<b>\$1,543,788</b>

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
March 13, 2015  
Page 2 of 3

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.

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

**See attachment for financial details**

### **EXPLANATION**

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are ten of a total fifteen contracts awarded as the result of a competitive bid process. The remaining five originally awarded contracts are in different stages of the amendment process; the Department anticipates submitting the remaining five agreements to the Governor and Executive Council under a separate request in June 2015. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

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

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

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

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

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

<b>Catholic Medical Center (Vendor #177240-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Coos County Family Health Services, Inc. (Vendor #155327-B001)</b>			
<b>Class/Object:102-500731Service Provided:Community/School BasedActivity Code90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$97,000	\$ 0	\$97,000
2015	\$97,000	\$ 0	\$97,000
2016	\$ 0	\$97,000	\$97,000
2017	\$ 0	\$97,000	\$97,000
<b>Subtotal</b>	<b>\$194,000</b>	<b>\$194,000</b>	<b>\$388,000</b>

<b>Easter Seals New Hampshire (Vendor #177204-B005)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Families First of the Greater Seacoast (Vendor #166629-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$29,299	\$ 0	\$29,299
2015	\$26,369	\$ 0	\$26,369
2016	\$ 0	\$29,299	\$29,299
2017	\$ 0	\$26,369	\$26,369
<b>Subtotal</b>	<b>\$55,668</b>	<b>\$55,668</b>	<b>\$111,336</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Goodwin Community Health (Vendor #154703-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Health First Family Care Center (Vendor #158221-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Lamprey Health Care, Inc. (Vendor #177677-R001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$25,367	\$ 0	\$25,367
2015	\$22,830	\$ 0	\$22,830
2016	\$ 0	\$25,367	\$25,367
2017	\$ 0	\$22,830	\$22,830
<b>Subtotal</b>	<b>\$48,197</b>	<b>\$48,197</b>	<b>\$96,394</b>

<b>Monadnock Community Hospital (Vendor #177164-B006)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Speare Memorial Hospital (Vendor #177178-B002)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$24,074	\$ 0	\$24,074
2015	\$21,667	\$ 0	\$21,667
2016	\$ 0	\$24,074	\$24,074
2017	\$ 0	\$21,667	\$21,667
<b>Subtotal</b>	<b>\$45,741</b>	<b>\$45,741</b>	<b>\$91,482</b>

<b>Tri-County Community Action Program, Inc. (Vendor #177195-B011)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,952	\$ 0	\$22,952
2015	\$25,248	\$ 0	\$25,248
2016	\$ 0	\$22,952	\$22,952
2017	\$ 0	\$25,248	\$25,248
<b>Subtotal</b>	<b>\$48,200</b>	<b>\$48,200</b>	<b>\$96,400</b>
<b>TOTAL</b>	<b>\$771,894</b>	<b>\$771,894</b>	<b>\$1,543,788</b>



**New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 Health First Family Care Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 841 Central Street, Franklin, NH 03235.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #93), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$95,792
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1



**New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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

3/24/15  
Date

[Signature]  
Brook Dupee  
Bureau Chief

Health First Family Care Center

3-12-2015  
Date

[Signature]  
NAME  
TITLE

**Acknowledgement:**

State of NH, County of Merrimack on March 12, 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

**THERESA L. FRENCH, Notary Public  
My Commission Expires July 16, 2019**



New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services

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

OFFICE OF THE ATTORNEY GENERAL

Date 4/10/15

Name: Megan A. Tappin  
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: \_\_\_\_\_



## Scope of Services

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

#### 1. General Provisions

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

##### 1.1. Numbers Served

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

##### 1.2. Eligibility and Income Determination

- 1.2.1. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.
- 1.2.2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

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

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

##### 1.4. Oral health care services for the targeted population(s) shall include:

- 1.4.1. risk assessment;
- 1.4.2. oral health education;
- 1.4.3. oral screening;
- 1.4.4. early diagnosis of oral diseases;
- 1.4.5. preventive care focused on age appropriate dental sealants, Interim Therapeutic Restorations (ITRs) placed by a Certified Public Health Dental Hygienist, and fluoride varnish application; and
- 1.4.6. care coordination that links children to restorative treatment and disease management in a "dental home".

##### 1.5. Relevant Policies and Guidelines

The school-based oral health program shall:

- 1.5.1. Require no fee for any Medicaid client.
- 1.5.2. Assist eligible families with Medicaid enrollment directly or through referral.
- 1.5.3. Become a Medicaid provider for qualified clients.



Exhibit A Amendment #1

- 1.5.4. Provide a sliding fee scale for children from families without Medicaid or private dental insurance.
- 1.5.5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
- 1.5.6. Direct resources to evidence-based interventions.
- 1.5.7. Explore and secure future funding sources.

**1.6. 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:

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

**1.7. 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:

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

**1.8. Publications Funded Under Contract**

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



Exhibit A Amendment #1

**1.9. Subcontractors**

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

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

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

- 2.1.1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
- 2.1.2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
- 2.1.3. Oral health educational presentations by health professionals to individual students at chair side or to groups in a classroom setting as part of a health care curriculum.
- 2.1.4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
- 2.1.5. A preventive dental program, that shall at minimum include the requirements of 1.4.5 above, for children through a school-based program that assesses risk of dental disease and tooth eruption.
- 2.1.6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for children without an established dental provider.
- 2.1.7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
- 2.1.8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

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

**2.2. Staffing Provisions**

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



Exhibit A Amendment #1

**2.3. Staffing Changes**

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

**2.4. Coordination of Services**

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

**2.5. Meetings and Trainings**

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

**3. Quality or Performance Improvement**

**3.1. Work plans**

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



Exhibit A Amendment #1

**3.2. Data and Reporting Requirements**

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

- 3.2.1. Work plans and work plan outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
- 3.2.2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade target population.
- 3.2.3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
- 3.2.4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
- 3.2.5. An annual summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

**3.3. On-Site Reviews**

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

**3.4. Performance Measures**

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

- 3.4.1. School-Based Performance Measures:
  - A minimum of 70% of 2nd and 3rd grade students returning consent forms
  - A minimum of 400 2nd and 3rd grade students shall receive oral screenings
  - Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
  - Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
  - 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
  - Percent of all 2nd and 3rd grade students screened with a history of decay



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**Method and Conditions Precedent to Payment**

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$22,808 in SFY 2016 and \$25,088 in SFY 2017 for oral health initiatives, for a total amount of \$47,896.
  - b. Funding is available as follows:
    - \$21,410 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$26,486 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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.



**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.

93 Beach

MA



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



6/19/13  
# 93

May 24, 2013

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

REQUESTED ACTION

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

Summary of contracted amounts by vendor:

44.7% Federal 55.3% General Fund

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

May 24, 2013

Page 2 of 4

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

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

See attachment for financial details

#### EXPLANATION

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
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Sixteen agencies submitted 19 proposals. An evaluation committee of fourteen reviewers, internal and external to the Division of Public Health Services, evaluated the proposals. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services who hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations.

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

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

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to assess oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

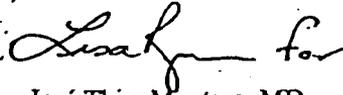
Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Preventive Health and Human Services Block Grant and 55.3% General Funds.

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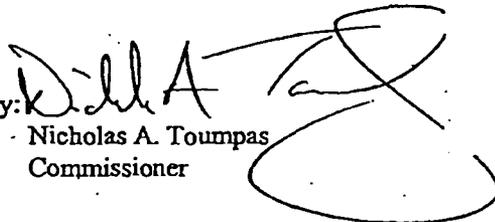
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**Program Name** Oral Health Program  
**Contract Purpose** Access to prevention and restorative dental treatment  
**RFP Score Summary** (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

RF/RFP CRITERIA	Max Pts	Catholic Medical Cir-CB	Coos Cnty Family Hlth Svcs-NC	Dental Hlth Works	Easter Seals NH CB	Families First of the Grtr. Seacoast-CB	Families First of the Greater Seacoast-SB	Goodwin Community Hlth-CB	Goodwin Community Health-SB	GNDC-CB	Hlth First-SB	Lamprcy Hh-SB
Age Capacity	30	29	29	30	28	29	29	30	29	26	30	27
Program Structure	50	46	46	45	49	48	49	49	46	42	49	43
Budget & Justification	15	13	14	12	14	14	12	14	14	12	15	14
Format	5	4	4	4	5	5	5	5	5	5	5	4
Total	100	92	93	92	95	95	95	95	94	85	99	88

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 64,716.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 26,800.00	\$ 26,800.00	\$ 53,600.00	\$ 42,000.00	\$ 42,000.00	\$ 40,000.00	\$ 84,000.00
	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 23,500.00	\$ 23,500.00	\$ 23,500.00	\$ 36,100.00
	\$ 25,088.00	\$ 25,088.00	\$ 50,176.00	\$ 35,100.00	\$ 35,100.00	\$ 35,100.00	\$ 51,468.00
	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00	\$ 71,200.00	\$ 71,200.00	\$ 71,200.00	\$ 142,400.00
	\$ 20,309.00	\$ 20,309.00	\$ 40,618.00	\$ 22,808.00	\$ 22,808.00	\$ 22,808.00	\$ 35,616.00
	\$ 25,088.00	\$ 25,088.00	\$ 50,176.00	\$ 25,088.00	\$ 25,088.00	\$ 25,088.00	\$ 35,176.00
	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00	\$ 47,896.00	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00
	\$ 28,194.00	\$ 28,194.00	\$ 56,388.00	\$ 28,194.00	\$ 28,194.00	\$ 28,194.00	\$ 56,388.00

Name	Job Title	Dept. Agency	Qualifications
Sarah Finne	Dentist Supervisor	Greater Derry Children's Dental Health Network	<p>The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services and hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations. Each reviewer was selected for the specific skill set they possess and their experience delivering oral health services. The purpose of the review team is to compliment and build upon each of these perspectives for a well-balanced, objective review of the oral health proposals.</p>
Fran McLaughlin	WIC Nutrition Consultant	Division of Public Health Services	
Shannon Mills	VP for Professional Relations	Northeast Delta Dental	
Patricia Tilley	Bureau Chief (Acting)	Division of Public Health Services	
Heather Brown	Network Representative	Northeast Delta Dental	
Tracey Tarr	Administrator	Bureau of Elderly & Adult Services	
Deb Nelson	Administrator	Head Start State Collation Office	
Stacey Plourde	Chair	NH Board of Dental Examiners	
Gail Brown	Policy Director	NH Oral Health Coalition	
Alisa Druzba	Administrator	Division of Public Health Services	
Connie George	Faculty	NHTI	
Bev McGuire	Former Clinical Quality Mgr	Assurance Manager DPHS	
Becky Bukowski	Administrator	Division of Public Health Services	
Jim Williamson	Executive Director	NH Dental Society	

Program Name Oral Health Program

Contract Purpose Access to prevention and restorative dental treatment

RFP Score Sumir (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

RFA/RFP CRITERIA	Max Pts	Manchester Hlth Dept	Monadnock Hsp-SB	Spears Mem Hsp-SB	Sullivan Cty-SB	Sullivan Cty-CB	SAU 40 Milford SB	Tri-County CAP-SB
Age Capacity	30	29	29	29	25	20	25	28
Program Structure	50	48	46	47	43	40	37	46
Budget & Justification	15	14	13	13	10	10	13	11
Format	5	5	5	5	4	3	4	4
Total	100	95	92	94	82	72	79	89

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST
	\$ 85,263.00	\$ 18,077.00	\$ 103,340.00
	\$ 88,085.00	\$ 18,077.00	\$ 106,162.00
	\$ 173,348.00	\$ 36,154.00	\$ 209,502.00
BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 22,808.00	\$ 22,808.00	\$ 45,616.00
	\$ 25,088.00	\$ 25,088.00	\$ 50,176.00
	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00

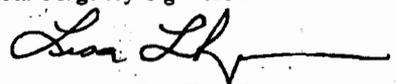
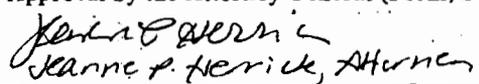
Subject: School-based oral health services for underserved students in the Twin Rivers Region and Laconia, NH

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Health First Family Care Center		1.4 Contractor Address 841 Central Street Franklin, NH 03235	
1.5 Contractor Phone Number (603) 934-0177 ext. 106	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$47,896
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Glenna Goodman, BOD Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>3/15/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <b>ELIZABETH KANTOWSKI, Notary Public</b> My Commission Expires September 14, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>28 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, 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 #93, and subsequently amended on May 6, 2015, Item #16, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$22,830 from \$96,394 to read: \$119,224.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.

*AAS*

*6/14/17*



**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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

Name: Lisa Morris, MSSW  
Title: Director

Lamprey Health Care, Inc.

6/19/17

Date

6/14/17

Date

Name: Audrey Ashton-Savage  
Title: President

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 6/14/17, before the undersigned officer,  
personally appeared the person identified directly 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 Gaudet, Notary

Name and Title of Notary or Justice of the Peace

MICHELLE L. GAUDET, Notary Public  
My Commission Expires August 22, 2017

My Commission Expires: \_\_\_\_\_



**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/27/17  
Date

[Signature]  
Name: Melvin F. [Signature]  
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:



# 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 registered to transact business in New Hampshire on August 16, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66382



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 May A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Thomas C. Drew, 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 April 26, 2017 :  
(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 14 day of June, 2017.  
(Date Contract Signed)

4. Audrey Ashton-Savage is the duly elected President of the Agency.  
(Name of Contract Signatory) (Title of Contract Signatory)

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2017,

By Thomas C. Drew  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: MICHELLE L. GAUDET, Notary Public  
Commission Expires August 22, 2017



# LAMPREY HEALTH CARE

## Our Mission

*The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.*

We seek to be a **leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.

Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.

Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.

Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service.**

## Our Vision

We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.

We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.  
We will be a **center of excellence** in service, quality and teaching.

We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.

We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.

We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

## Our Values

We exist to **serve the needs of our patients.**

We value a positive **caring approach** in delivering patient services.

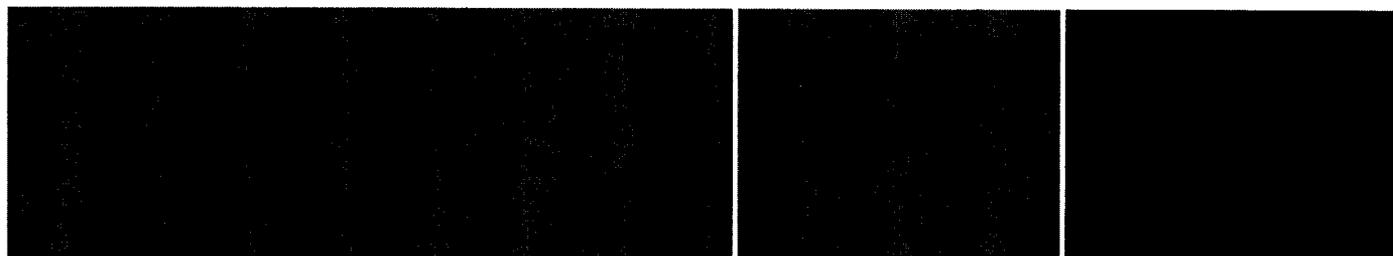
We are committed to **improving the health** and total well-being of our communities.

We are committed to **being proactive** in identifying and meeting our communities' health care needs.

We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees.**

We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.

We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.



**LAMPREY  
HEALTH CARE**  
Where Excellence and Caring go Hand in Hand

**CONSOLIDATED FINANCIAL STATEMENTS**

and

**SUPPLEMENTARY INFORMATION**

**September 30, 2016 and 2015**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2016 and 2015, 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 U.S. generally accepted accounting principles; 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.

### ***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 U.S. generally accepted auditing standards. 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 opinion.

***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, 2016 and 2015, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

***Emphasis of a Matter***

As discussed in Note 1 to the financial statements, the Organization has restated the 2015 financial statements to reclassify non-material monies contributed to the Organization for specific purposes from deferred revenue to temporarily restricted contributions in accordance with generally accepted accounting principles.

***Other Matter***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2016 and 2015, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
December 14, 2016

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Consolidated Balance Sheets**

**September 30, 2016 and 2015**

**ASSETS**

	<u>2016</u>	Restated <u>2015</u>
Current assets		
Cash and cash equivalents	\$ 1,297,839	\$ 2,461,145
Patient accounts receivable, less allowance for uncollectible accounts of \$278,061 in 2016 and \$319,715 in 2015	1,078,036	1,051,734
Grants receivable	230,153	499,372
Other receivables	62,111	4,390
Other current assets	<u>91,072</u>	<u>102,762</u>
Total current assets	2,759,211	4,119,403
Investment in limited liability company	16,204	500
Assets limited as to use	3,576,001	2,006,756
Property and equipment, net	<u>7,995,234</u>	<u>7,784,826</u>
Total assets	<u>\$14,346,650</u>	<u>\$13,911,485</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Accounts payable and accrued expenses	\$ 227,044	\$ 303,554
Accrued payroll and related expenses	816,452	1,032,843
Current maturities of long-term debt	<u>87,270</u>	<u>85,947</u>
Total current liabilities	1,130,766	1,422,344
Long-term debt, less current maturities	2,345,388	2,434,164
Market value of interest rate swap	<u>44,773</u>	<u>37,711</u>
Total liabilities	<u>3,520,927</u>	<u>3,894,219</u>
Net assets		
Unrestricted	10,343,967	9,565,383
Temporarily restricted	<u>481,756</u>	<u>451,883</u>
Total net assets	<u>10,825,723</u>	<u>10,017,266</u>
Total liabilities and net assets	<u>\$14,346,650</u>	<u>\$13,911,485</u>

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The accompanying notes are an integral part of these consolidated financial statements.

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Consolidated Statements of Operations**

**Years Ended September 30, 2016 and 2015**

	<u>2016</u>	Restated <u>2015</u>
Operating revenue		
Patient service revenue	\$ 8,559,018	\$ 8,483,003
Provision for bad debts	<u>(245,051)</u>	<u>(476,517)</u>
Net patient service revenue	8,313,967	8,006,486
Grants, contracts and contributions	5,254,946	4,234,422
Equity in earnings of limited liability company	15,704	-
Other operating revenue	1,167,306	1,094,861
Net assets released from restrictions for operations	<u>48,277</u>	<u>12,072</u>
Total operating revenue	<u>14,800,200</u>	<u>13,347,841</u>
Operating expenses		
Payroll and related expenses	10,608,269	9,417,784
Other operating expenses	3,175,390	2,695,714
Depreciation	359,456	368,782
Interest expense	<u>113,562</u>	<u>116,522</u>
Total operating expenses	<u>14,256,677</u>	<u>12,598,802</u>
Operating income and excess of revenue over expenses	543,523	749,039
Change in fair value of financial instrument	(7,062)	(31,306)
Grants for capital acquisition	232,894	17,106
Net assets released from restrictions for capital acquisition	<u>9,229</u>	<u>11,411</u>
Increase in unrestricted net assets	<u>\$ 778,584</u>	<u>\$ 746,250</u>

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The accompanying notes are an integral part of these consolidated financial statements.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2016 and 2015

	<u>2016</u>	Restated <u>2015</u>
Unrestricted net assets		
Excess of revenue over expenses	\$ 543,523	\$ 749,039
Change in fair value of financial instrument	(7,062)	(31,306)
Grants for capital acquisition	232,894	17,106
Net assets released from restrictions for capital acquisition	<u>9,229</u>	<u>11,411</u>
Increase in unrestricted net assets	<u>778,584</u>	<u>746,250</u>
Temporarily restricted net assets		
Provision for uncollectible pledges	-	(11,000)
Contributions	87,379	84,925
Net assets released from restrictions for operations	(48,277)	(12,072)
Net assets released from restrictions for capital acquisition	<u>(9,229)</u>	<u>(11,411)</u>
Increase in temporarily restricted net assets	<u>29,873</u>	<u>50,442</u>
Change in net assets	808,457	796,692
Net assets, beginning of year	<u>10,017,266</u>	<u>9,220,574</u>
Net assets, end of year	<u>\$10,825,723</u>	<u>\$10,017,266</u>

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The accompanying notes are an integral part of these consolidated financial statements.

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Consolidated Statements of Cash Flows**

**Years Ended September 30, 2016 and 2015**

	<u>2016</u>	Restated <u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 808,457	\$ 796,692
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	245,051	476,517
Depreciation	359,456	368,782
Equity in earnings of limited liability company	(15,704)	-
Change in fair value of financial instrument	7,062	31,306
Grants for capital acquisition	(232,894)	(17,106)
Provision for uncollectible pledges	-	11,000
(Increase) decrease in the following assets:		
Patient accounts receivable	(271,353)	(538,693)
Grants receivable	269,219	(401,851)
Other receivable	(57,721)	87,343
Other current assets	11,690	(8,531)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(76,510)	129,099
Accrued payroll and related expenses	(216,391)	85,595
Due to third-party payers	-	(73,250)
Net cash provided by operating activities	<u>830,362</u>	<u>946,903</u>
Cash flows from investing activities		
Investment in limited liability company	-	(500)
Increase in designated funds	(2,276,818)	(71,215)
Release of designated funds	707,573	-
Capital expenditures	<u>(569,864)</u>	<u>(123,051)</u>
Net cash used by investing activities	<u>(2,139,109)</u>	<u>(194,766)</u>
Cash flows from financing activities		
Grants for capital acquisition	232,894	17,106
Principal payments on long-term debt	<u>(87,453)</u>	<u>(83,435)</u>
Net cash provided (used) by financing activities	<u>145,441</u>	<u>(66,329)</u>
Net (decrease) increase in cash and cash equivalents	(1,163,306)	685,808
Cash and cash equivalents, beginning of year	<u>2,461,145</u>	<u>1,775,337</u>
Cash and cash equivalents, end of year	<u>\$ 1,297,839</u>	<u>\$ 2,461,145</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ 113,562	\$ 116,522

The accompanying notes are an integral part of these consolidated financial statements.

# LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

## Notes to Consolidated Financial Statements

September 30, 2016 and 2015

### **Organization**

Lamprey Health Care, Inc. (LHC) is a non-stock, non-profit corporation organized in the State of New Hampshire. LHC 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 the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket. LHC is the sole member of FLHC.

## **1. Summary of Significant Accounting Policies**

### **Principles of Consolidation**

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

### **Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles 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. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **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 their tax-exempt purposes. 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 consolidated financial statements.

### **Cash and Cash Equivalents**

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude assets limited as to use.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2016 and 2015

**Allowance for Uncollectible Accounts**

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient 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 payer mix 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 during 2016 or 2015.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 319,715	\$ 231,834
Provision	245,051	476,517
Write-offs	<u>(286,705)</u>	<u>(388,636)</u>
Balance, end of year	<u>\$ 278,061</u>	<u>\$ 319,715</u>

The decrease in the provision and the allowance is a result of improved collections.

**Grants and Other Receivables**

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

**Investment in Limited Liability Company**

The Organization is one of eight partners who each made a capital contribution of \$500 to Primary Health Care Partners (PHCP) during 2015. The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the Patient-Centered Medical Home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$16,204 and \$500 at September 30, 2016 and 2015, respectively.

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Notes to Consolidated Financial Statements**

**September 30, 2016 and 2015**

**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, assets designated by the board of directors for specific projects or purposes and donor-restricted contributions.

**Property and Equipment**

Property and equipment acquisitions are recorded at cost, less accumulated depreciation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenue 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 temporarily restricted net assets. 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.

**Temporarily 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 grants received prior to 2000 and restricted for capital acquisition are released from restriction over the life of the related acquired assets, matching depreciation expense.

**Patient Service Revenue**

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. 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.

**340B Drug Pricing Program**

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs 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. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2016 and 2015

**Charity Care**

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

**Donor-Restricted Gifts**

Unconditional promises to give cash and other assets 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 gift is received and the conditions are 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 a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

**Functional Expenses**

The Organization provides various services to residents within its geographic location. Expenses related to providing these services follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 12,177,340	\$ 10,555,584
Administrative and general	<u>2,079,337</u>	<u>2,043,218</u>
Total	<u>\$ 14,256,677</u>	<u>\$ 12,598,802</u>

**Excess of Revenue over Expenses**

The consolidated statements of operations reflect 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) and changes in fair value of an interest rate swap.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2016 and 2015

**Prior Period Adjustment for Temporarily Restricted Net Assets**

Through the Organization's review of the deferred revenue as of September 30, 2016 and 2015, it has determined that certain non-material balances were donated to the Organization for specified purposes and, therefore, should be classified as temporarily restricted net assets rather than deferred revenue in accordance with U.S. generally accepted accounting principles. As part of the prior period restatement, the Organization also reclassified deferred revenue for grants and other contracts for which a notice of award had been received, but not yet paid to offset the receivable recorded for the notice of award.

As a result of this adjustment, the following amounts previously reported have been restated as of and for the year ended September 30, 2015:

	Balance as of September 30, 2015, as Previously Reported	Reclassification of Donor Restricted Contributions	Balance as of September 30, 2015, as Restated
Cash	\$ 2,546,070	\$ (84,925)	\$ 2,461,145
Assets limited as to use	1,921,831	84,925	2,006,756
Grants receivable	3,908,669	(3,409,297)	499,372
Other receivables	239,474	(235,084)	4,390
Deferred revenue	3,729,307	(3,729,307)	-
Temporarily restricted net assets	366,958	84,925	451,883
Grants, contracts and contribution	4,251,528	(17,106)	4,234,422
Grants for capital acquisition	-	17,106	17,106
Restricted contributions	-	84,925	84,925

**Subsequent Events**

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 14, 2016, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

**2. Assets Limited as to Use**

Assets limited as to use is composed of cash and cash equivalents and consist of the following:

	<u>2016</u>	<u>2015</u>
United States Department of Agriculture Rural Development loan agreement	\$ 142,495	\$ 142,427
Designated by the governing board	3,076,599	1,546,525
Donor restricted, temporarily	<u>356,907</u>	<u>317,804</u>
Total	<u>\$ 3,576,001</u>	<u>\$ 2,006,756</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2016 and 2015

3. **Property and Equipment**

Property and equipment consists of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 1,146,784	\$ 1,146,784
Building and improvements	10,960,899	10,418,055
Furniture, fixtures and equipment	<u>1,909,686</u>	<u>1,892,906</u>
Total cost	14,017,369	13,457,745
Less accumulated depreciation	<u>6,022,135</u>	<u>5,672,919</u>
Property and equipment, net	<u>\$ 7,995,234</u>	<u>\$ 7,784,826</u>

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.

4. **Line of Credit**

The Organization has an available \$1,000,000 revolving line of credit from a local bank through May 2017, with an interest rate of 3.50%. The line of credit is collateralized by all business assets. There was no outstanding balance at September 30, 2016 and 2015.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2016 and 2015

5. Long-Term Debt

Long-term debt consists of the following:

	<u>2016</u>	<u>2015</u>
Promissory note payable to TD Bank, N.A.; see terms outlined below.	\$ 914,652	\$ 933,736
A 4.375% promissory note payable to U.S. Department of Agriculture, Rural Development (Rural Development), paid in monthly installments of \$5,000, which includes interest, through December 2036. The note is collateralized by all tangible property owned by the Organization.	802,850	827,148
A 5.375% promissory note payable to Rural Development, paid in monthly installments of \$4,949, which includes interest, through June 2026. The note is collateralized by all tangible property owned by the Organization.	449,728	483,956
A 4.75% promissory note payable to Rural Development, paid in monthly installments of \$1,892, which includes interest, through November 2033. The note is collateralized by all tangible property owned by the Organization.	<u>265,428</u>	<u>275,271</u>
Total long-term debt	2,432,658	2,520,111
Less current maturities	<u>87,270</u>	<u>85,947</u>
Long-term debt, less current maturities	<u>\$ 2,345,388</u>	<u>\$ 2,434,164</u>

The Organization has a promissory note with TD Bank, N.A. which is 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. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and essentially fixes the rate at 4.13%. The fair market value of the interest rate swap agreement was a liability of \$44,773 and \$37,711 at September 30, 2016 and 2015, respectively.

New Hampshire Health and Educational Facilities Authority (NHHEFA) participated in the lending for 30% of the promissory note, amounting to \$300,000 through May 2016. Under the NHHEFA program, the interest rate on that portion was not subject to the swap agreement and was a variable rate based on 50% of the interest rate charged by the local banking institution, which was 85% of the one-month LIBOR rate plus 2.125%.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2016 and 2015

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at September 30, 2016.

Maturities of long-term debt for the next five years are as follows:

2017	\$ 87,270
2018	91,294
2019	95,514
2020	99,940
2021	104,581
Thereafter	<u>1,954,059</u>
Total	<u>\$ 2,432,658</u>

6. Temporarily Restricted Net Assets

Temporarily restricted net assets consisted of the following:

	<u>2016</u>	<u>2015</u>
Temporarily restricted for:		
Diabetes	\$ -	\$ 85
Capital improvements (expended)	124,850	134,079
Dental	8,998	10,715
Community programs	289,037	294,511
Education	10,636	12,493
Substance abuse prevention	<u>48,235</u>	<u>-</u>
Total	<u>\$ 481,756</u>	<u>\$ 451,883</u>

The composition of assets comprising temporarily restricted net assets at September 30, 2016 and 2015 is as follows:

	<u>2016</u>	<u>2015</u>
Assets limited as to use	\$ 356,906	\$ 317,804
Property and equipment	<u>124,850</u>	<u>134,079</u>
Total	<u>\$ 481,756</u>	<u>\$ 451,883</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2016 and 2015

7. Patient Service Revenue

Patient service revenue follows:

	<u>2016</u>	<u>2015</u>
Gross charges	\$12,266,368	\$12,465,956
340B pharmacy revenue	<u>1,031,373</u>	<u>752,378</u>
Total gross revenue	13,297,741	13,218,334
Contractual adjustments	(3,813,058)	(3,798,443)
Sliding fee scale discounts	(921,474)	(933,619)
Other discounts	<u>(4,191)</u>	<u>(3,269)</u>
Total patient service revenue	<u>\$ 8,559,018</u>	<u>\$ 8,483,003</u>

The Organization has agreements with the Centers for Medicare & Medicaid Services (Medicare) and New Hampshire Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. 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. 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.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2014.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and 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.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Notes to Consolidated Financial Statements

September 30, 2016 and 2015

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. 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 approximately \$942,628 and \$865,778 for the years ended September 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

**8. Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed \$326,988 and \$334,365 for the years ended September 30, 2016 and 2015, respectively.

**9. Concentration of Risk**

The Organization has cash deposits in major financial institutions which exceed 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 whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at June 30:

	<u>2016</u>	<u>2015</u>
Medicare	22 %	17 %
Medicaid	17 %	34 %
Other payers	<u>61 %</u>	<u>49 %</u>
	<u>100 %</u>	<u>100 %</u>

**10. Medical Malpractice**

The Organization is protected from medical malpractice risk as an 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, 2016, 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.

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Consolidating Balance Sheet**

**September 30, 2016**

	<b>ASSETS</b>		
	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2016 Consolidated
	<u>          </u>	<u>          </u>	<u>          </u>
Current assets			
Cash and cash equivalents	\$ 752,675	\$ 545,164	\$ 1,297,839
Patient accounts receivable, net	1,078,036	-	1,078,036
Grants receivable	230,153	-	230,153
Other receivables	62,111	-	62,111
Other current assets	<u>91,072</u>	<u>-</u>	<u>91,072</u>
Total current assets	2,214,047	545,164	2,759,211
Investment in limited liability company	16,204	-	16,204
Assets limited as to use	3,271,814	304,187	3,576,001
Property and equipment, net	<u>5,936,064</u>	<u>2,059,170</u>	<u>7,995,234</u>
Total assets	<u>\$11,438,129</u>	<u>\$ 2,908,521</u>	<u>\$ 14,346,650</u>
	<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities			
Accounts payable and accrued expenses	\$ 227,044	\$ -	\$ 227,044
Accrued payroll and related expenses	816,452	-	816,452
Current maturities of long-term debt	<u>51,570</u>	<u>35,700</u>	<u>87,270</u>
Total current liabilities	1,095,066	35,700	1,130,766
Long-term debt, less current maturities	1,312,810	1,032,578	2,345,388
Market value of interest rate swap	<u>44,773</u>	<u>-</u>	<u>44,773</u>
Total liabilities	<u>2,452,649</u>	<u>1,068,278</u>	<u>3,520,927</u>
Net assets			
Unrestricted	8,503,724	1,840,243	10,343,967
Temporarily restricted	<u>481,756</u>	<u>-</u>	<u>481,756</u>
Total net assets	<u>8,985,480</u>	<u>1,840,243</u>	<u>10,825,723</u>
Total liabilities and net assets	<u>\$11,438,129</u>	<u>\$ 2,908,521</u>	<u>\$ 14,346,650</u>

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Consolidating Balance Sheet**

**September 30, 2015**

	<b>ASSETS</b>		
	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Restated 2015 Consolidated
	<u>          </u>	<u>          </u>	<u>          </u>
<b>Current assets</b>			
Cash and cash equivalents	\$ 1,812,429	\$ 648,716	\$ 2,461,145
Patient accounts receivable, net	1,051,734	-	1,051,734
Grants receivable	499,372	-	499,372
Other receivables	4,390	-	4,390
Other current assets	<u>102,762</u>	<u>-</u>	<u>102,762</u>
<b>Total current assets</b>	<b>3,470,687</b>	<b>648,716</b>	<b>4,119,403</b>
Investment in limited liability company	500	-	500
Assets limited as to use	1,932,485	74,271	2,006,756
Property and equipment, net	<u>5,625,714</u>	<u>2,159,112</u>	<u>7,784,826</u>
<b>Total assets</b>	<b><u>\$11,029,386</u></b>	<b><u>\$ 2,882,099</u></b>	<b><u>\$ 13,911,485</u></b>
	<b>LIABILITIES AND NET ASSETS</b>		
<b>Current liabilities</b>			
Accounts payable and accrued expenses	\$ 303,554	\$ -	\$ 303,554
Accrued payroll and related expenses	1,032,843	-	1,032,843
Current maturities of long-term debt	<u>51,861</u>	<u>34,086</u>	<u>85,947</u>
<b>Total current liabilities</b>	<b>1,388,258</b>	<b>34,086</b>	<b>1,422,344</b>
Long-term debt, less current maturities	1,365,831	1,068,333	2,434,164
Market value of interest rate swap	<u>37,711</u>	<u>-</u>	<u>37,711</u>
<b>Total liabilities</b>	<b><u>2,791,800</u></b>	<b><u>1,102,419</u></b>	<b><u>3,894,219</u></b>
<b>Net assets</b>			
Unrestricted	7,785,788	1,779,595	9,565,383
Temporarily restricted	<u>451,798</u>	<u>85</u>	<u>451,883</u>
<b>Total net assets</b>	<b><u>8,237,586</u></b>	<b><u>1,779,680</u></b>	<b><u>10,017,266</u></b>
<b>Total liabilities and net assets</b>	<b><u>\$11,029,386</u></b>	<b><u>\$ 2,882,099</u></b>	<b><u>\$ 13,911,485</u></b>

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Consolidating Statement of Operations**

**Year Ended September 30, 2016**

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2016 Consolidated
Operating revenue and support				
Patient service revenue	\$ 8,559,018	\$ -	\$ -	\$ 8,559,018
Provision for bad debts	<u>(245,051)</u>	<u>-</u>	<u>-</u>	<u>(245,051)</u>
Net patient service revenue	8,313,967	-	-	8,313,967
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,254,946	-	-	5,254,946
Equity in earnings of limited liability company	15,704	-	-	15,704
Other operating revenue	1,167,228	78	-	1,167,306
Net assets released from restriction for operations	<u>48,192</u>	<u>85</u>	<u>-</u>	<u>48,277</u>
Total operating revenue	<u>14,800,037</u>	<u>228,079</u>	<u>(227,916)</u>	<u>14,800,200</u>
Operating expenses				
Salaries and benefits	10,608,269	-	-	10,608,269
Other operating expenses	3,384,380	18,926	(227,916)	3,175,390
Depreciation	259,514	99,942	-	359,456
Interest expense	<u>64,999</u>	<u>48,563</u>	<u>-</u>	<u>113,562</u>
Total operating expenses	<u>14,317,162</u>	<u>167,431</u>	<u>(227,916)</u>	<u>14,256,677</u>
Operating income and excess of revenue over expenses	482,875	60,648	-	543,523
Change in fair value of financial instrument	(7,062)	-	-	(7,062)
Grants for capital acquisition	232,894	-	-	232,894
Net assets released from restrictions for capital acquisition	<u>9,229</u>	<u>-</u>	<u>-</u>	<u>9,229</u>
Increase in unrestricted net assets	<u>\$ 717,936</u>	<u>\$ 60,648</u>	<u>\$ -</u>	<u>\$ 778,584</u>

**LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.**

**Consolidating Statement of Operations**

**Year Ended September 30, 2015**

	<u>Lamprey Health Care, Inc.</u>	<u>Friends of Lamprey Health Care, Inc.</u>	<u>Eliminations</u>	<u>Restated 2015 Consolidated</u>
Operating revenue and support				
Patient service revenue	\$ 8,483,003	\$ -	\$ -	\$ 8,483,003
Provision for bad debts	<u>(476,517)</u>	<u>-</u>	<u>-</u>	<u>(476,517)</u>
Net patient service revenue	8,006,486	-	-	8,006,486
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	4,234,422	-	-	4,234,422
Other operating revenue	1,094,794	67	-	1,094,861
Net assets released from restriction for operations	<u>-</u>	<u>12,072</u>	<u>-</u>	<u>12,072</u>
Total operating revenue	<u>13,335,702</u>	<u>240,055</u>	<u>(227,916)</u>	<u>13,347,841</u>
Operating expenses				
Salaries and benefits	9,417,784	-	-	9,417,784
Other operating expenses	2,890,324	33,306	(227,916)	2,695,714
Depreciation	271,677	97,105	-	368,782
Interest expense	<u>66,465</u>	<u>50,057</u>	<u>-</u>	<u>116,522</u>
Total operating expenses	<u>12,646,250</u>	<u>180,468</u>	<u>(227,916)</u>	<u>12,598,802</u>
Operating income and excess of revenue over expenses	689,452	59,587	-	749,039
Change in fair value of financial instrument	(31,306)	-	-	(31,306)
Grants for capital acquisition	17,106	-	-	17,106
Net assets released from restrictions for capital acquisition	<u>11,411</u>	<u>-</u>	<u>-</u>	<u>11,411</u>
Increase in unrestricted net assets	<u>\$ 686,663</u>	<u>\$ 59,587</u>	<u>\$ -</u>	<u>\$ 746,250</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Changes in Net Assets

Year Ended September 30, 2016

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2016 Consolidated
Unrestricted net assets			
Excess of revenue over expenses	482,875	60,648	543,523
Change in fair value of financial instrument	(7,062)	-	(7,062)
Grants for capital acquisition	232,894	-	232,894
Net assets released from restrictions for capital acquisition	<u>9,229</u>	<u>-</u>	<u>9,229</u>
Increase in unrestricted net assets	<u>717,936</u>	<u>60,648</u>	<u>778,584</u>
Temporarily restricted net assets			
Contributions	87,379	-	87,379
Net assets released from restrictions for operations	(48,192)	(85)	(48,277)
Net assets released from restrictions for capital acquisition	<u>(9,229)</u>	<u>-</u>	<u>(9,229)</u>
Increase (decrease) in temporarily restricted net assets	<u>29,958</u>	<u>(85)</u>	<u>29,873</u>
Change in net assets	747,894	60,563	808,457
Net assets, beginning of year	<u>8,237,586</u>	<u>1,779,680</u>	<u>10,017,266</u>
Net assets, end of year	<u>\$ 8,985,480</u>	<u>\$ 1,840,243</u>	<u>\$ 10,825,723</u>

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Changes in Net Assets

Year Ended September 30, 2015

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Restate 2015 Consolidated
Unrestricted net assets			
Excess of revenue over expenses	689,452	59,587	749,039
Change in fair value of financial instrument	(31,306)	-	(31,306)
Grants for capital acquisition	17,106	-	17,106
Net assets released from restrictions for capital acquisition	<u>11,411</u>	<u>-</u>	<u>11,411</u>
Increase in unrestricted net assets	<u>686,663</u>	<u>59,587</u>	<u>746,250</u>
Temporarily restricted net assets			
Provision for uncollectible pledges	(11,000)	-	(11,000)
Contributions	84,925	-	84,925
Net assets released from restrictions for operations	-	(12,072)	(12,072)
Net assets released from restrictions for capital acquisition	<u>(11,411)</u>	<u>-</u>	<u>(11,411)</u>
Increase (decrease) in temporarily restricted net assets	<u>62,514</u>	<u>(12,072)</u>	<u>50,442</u>
Change in net assets	749,177	47,515	796,692
Net assets, beginning of year	<u>7,488,409</u>	<u>1,732,165</u>	<u>9,220,574</u>
Net assets, end of year	<u>\$ 8,237,586</u>	<u>\$ 1,779,680</u>	<u>\$ 10,017,266</u>

# LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

## 2016-2017 Board of Directors

**Audrey Ashton-Savage**

(Chair/President)

Term Ends 2018

**Frank Goodspeed**

(Vice President)

Term Ends 2017

**Mark E. Howard, Esq.**

(Treasurer)

Term Ends 2017

**Thomas "Chris" Drew**

(Secretary)

Term Ends 2019

**Elizabeth Crepeau**

*Immediate Past President*

Term ends 2018

**Raymond Goodman, III**

Term ends 2018

**Amanda Pears Kelly**

Term Ends 2017

**Rev. W. Allan Knight**

Term Ends 2018

**Carol LaCross**

Term Ends 2018

**Heather Long**

Term ends 2019

**Arvind Ranade**

Term Ends 2018

**Robert S. Woodward**

Term Ends 2020

**Non-Voting Board Member**

**Michael Merenda,**

Board Member *Emeritus*

# Gregory A. White, CPA

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## 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**

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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

## **Evalie M. Crosby, CPA, FHFMA**

### **Summary of Qualifications**

Thirty-three years professional accounting and healthcare finance experience including audit, residential mental health, critical access hospital and FQHC managerial experience. Responsibilities have included extensive involvement in third-party contract negotiations, budgeting, strategic planning, financial analysis of strategic initiatives, independent financial audit and IRS Form 990 coordination and full responsibility for preparation and filing of Medicare and Medicaid Cost Reports. Served in all executive positions in NHVT HFMA which has provided significant exposure to PPS hospital and NH and VT healthcare organization executive and managerial level leaders.

### **Experience**

#### **Lamprey Health Care, Inc, Newmarket, NH Chief Financial Officer (2016 – Present)**

Senior Executive of Finance for a three site Federally Qualified Health Center serving over 15,000 patients in southern New Hampshire.

- Responsible for overall fiscal management of multi-site Federally Qualified Health Center with a \$15+ million dollar annual budget. Management includes budgeting, strategic planning, month end close and reporting to the Board of Directors.
- Redesigned and rebuilt company chart of accounts and reporting to more efficiently and accurately reflect financial operating results at the departmental, programmatic and grant levels of the health center.
- Preparation and execution of financial and retirement plan audits.
- Preparation and execution of tri-ennial HRSA site visit financial review.
- Conducted search and selection of Financial Advisor firm for 403B Retirement Plan.

#### **Alice Peck Day Health System, Lebanon, NH Vice President of Finance/Chief Financial Officer (2009-Present)**

Senior Executive of Finance for Health System comprised of Alice Peck Day Memorial Hospital made up of a 25 bed Critical Access Hospital and 11 wholly owned Physician Practices and Alice Peck Lifecare, a senior living facility with 66 independent living units, 66 assisted living units and 7 24/7 supervised nursing units. Responsible for 6 direct reports and 69 employees from Revenue Cycle, Patient Access, Patient Accounts, Coding, Health Information, Materials Management, Fiscal Services and Lifecare Business Services. Prior to Senior Level restructuring CFO was responsible for IT/IS and Risk/Compliance.

- Responsible for overall financial and fiscal management aspects of Health Systems, Hospital and Lifecare operations including accounting, budgetary, tax and other financial planning activities within the health system organizations;

- Create, coordinate, and evaluate the financial programs and supporting information systems to include budgeting, tax planning, real estate, and conservation of assets.
- Approve and coordinate changes and improvements in automated financial and management information systems for the organizations of the APD Health Systems.
- Ensure compliance with local, state, and federal financial reporting requirements.
- Coordinate the preparation of financial statements, financial reports, Medicare Cost Reports, 990 Tax Returns, special analyses, and information reports.
- Develop and implement finance, accounting, billing, and auditing procedures.
- Establish and maintain appropriate internal control safeguards.
- Contribute financial expertise in the planning of new services that generate additional sources of revenue.
- Manage costs by continually seeking data that will identify opportunities that eliminate non-value costs in conjunction with the Senior Leadership Teams of the Hospital and Lifecare.
- Analyzes areas in planning, promoting and conducting organization-wide performance improvement activities.
- Interact with other managers to provide consultative support to planning initiatives through financial and management information analyses, reports, and recommendations.
- Develop and direct the implementation of strategic business and/or operational plans, projects, programs, and systems, in conjunction with other members of the Senior Leadership Teams.
- Establish and implement short- and long-range departmental goals, objectives, policies, and operating procedures.
- Negotiate and execute third party payor contracts.
- Represent the health system at meetings including medical staff, board of trustee meetings, New Hampshire Hospital Association, New England Alliance for Health, and other relevant community meetings as needed.
- Represent the company externally to media, government agencies, funding agencies, and the general public.
- Recruit, train, supervise, and evaluate department staff.

**Mt. Ascutney Hospital and Health Center, Windsor, VT**

**Budgeting and Reimbursement Manager and Controller (2001-2009)**

Progressive managerial experience ranging from budget and reimbursement manager to Controller and succession plan that would transition to Chief Financial Officer. Directly supervise 4 employees in Finance and serve as backup supervisor for 30 employees in four departments reporting to the Chief Financial Officer including Materials Management, IT, Patient Access and Patient Accounts.

- Plan, organize and coordinate annual budget process for Critical Access Hospital. Process involves collection and distribution of departmental historical volume, revenue and expense data; supporting department heads in the development of their operating budgets; performing financial analysis on proposed changes in services; and presenting proposed budget for approval by the Board of Trustees Finance and Audit Committee. Prepared and coordinated the presentation of the Hospital's proposed budget before the

State of Vermont Banking, Insurance, Securities and Healthcare Administration (BISHCA) and Public Oversight Commission (POC).

- Serve as Hospital's direct finance contact for BISHCA staff, Medicaid Personnel, CMS personnel, and other contract agencies and third party payors.
- Prepare annual Medicare and Medicaid Cost Report filings and all supporting documentation.
- Coordinate annual financial audit process and serve as hospital's primary contact for all external audit engagements including but not limited to Independent Financial Auditors, Medicaid Auditors and Medicare Auditors.
- Develop and present finance workshops for clinical department heads. Serve as primary contact in the finance area for clinical department heads. Participate in Senior Management Team meetings. Participate in monthly Board of Trustee Finance and Audit Committee meetings.
- Implemented decision support software system which has successfully led to automation of monthly departmental variance reporting as well as much of the annual budget process.
- Responsible for updating and maintenance of Revenue and Estimated Third Party Settlement Models which are integral to the budgeting and monthly reporting processes.

**Namaqua Center, Loveland, CO**

**Chief Financial Officer (1998-2001)**

Responsible for the evaluation of automated accounting systems as well as the ultimate selection and implementation of the system. Directly supervised 3 employees and responsible for all aspects of the financial performance of the agency. Served as liaison with regulatory agencies, both for written reporting and on-site surveys.

- Developed full accounting policies and procedures manual for the agency.
- Direct contact for Independent Auditors and State Regulatory Agencies involved in financial oversight of the Agency's operations and effectiveness.
- Assured timely and complete Medicaid Cost Reports and School Department Reporting packages.
- Coordinated extensive Quality Improvement Project around third party reporting and billing.

**Evalie M. Crosby, CPA**

**Principal (1985-1997)**

Built a full public accounting practice servicing primarily small business, not for profit and individual clients. Successfully represented clients before the Internal Revenue Service, State Departments of Revenue, State Departments of Employment and Training, and Workers Compensation Insurers. Negotiated financing for clients with financial institutions and a variety of Federal and State Grant agencies.

- Provided monthly accounting and bookkeeping services.
- Provided quarterly and annual payroll and income tax filing assistance.
- Consulted with clients on the selection, installation and implementation of automated accounting systems.

**Deloitte Haskins + Sells, Boston, MA**

**Healthcare Audit Team, (1982-1985)**



The Role of Patient Accounts in the Revenue Cycle	October 2009
Medicare Cost Report Boot Camp	January 2010
Introduction to Healthcare Finance for Trustees	January 2010
Basic Healthcare Finance for Non Financial Professionals	October 2010

**American Institute of Certified Public Accountants**

Healthcare Industry Annual Conference	November 2012
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**Alice Peck Day Health System**

Finance Topics for the Non-Financial Manager	Monthly Lunch and Learns
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**River Valley Community College**

Adjunct Faculty for “Healthcare Accounting and Finance”	Sept 2015 – Dec 2015
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**Nicole M. Watson, BSN, RN**

**Professional Experience Summary:**

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- **Clinical Director 2008-Present** – Lamprey Health Care – Responsible for clinical protocols, policies and procedures; Oversight of the Performance Improvement Program and concurrent audits; and The Joint Commission preparation; Dental Program, Diabetes Program; Medical Information Program; Coordination of the Risk Management Program; maternal and Child Health Program; participates in Grant writing and management; oversight of Nurse Program/ Nurse Educator
- **Site Administrator 2008-Present** – Responsible for the clinic operations and professional and unlicensed support staff support; development and oversight of the budget; Quality Improvement; mentoring professional and support staff; Oversight of EOC program/ facility maintenance
- **Clinical Program Supervisor 2001-Present** – Responsible for urban site clinical policies and procedures; for quality audits and monitoring; oversight of clinical operations; Teen Clinic operations; assistance with budget development; grants management; Maternal Child Health program oversight
- **Other:**
  - Independent contractor for Quality organization auditing hospital admissions;  
Independent contractor for insurance company for provider and site reviews, documentation evaluation and preventative health issues;
  - Department manager of a large pediatric department and responsible for professional and unlicensed support staff, budget and operations for 80 hour a week program/ teen clinic/ education programs
  - Nursing Supervisor for a pediatric department
  - School nurse substitute

**Professional membership:**

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- NNESHM – Northern New England Society for Health Care Risk Management
- NHPHA – New Hampshire Public Health Association

**Education**

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University of New Hampshire – Bachelor of Science in Nursing 1969  
- Graduated Cum Laude  
Graduate level courses

# BONNIE L. GREANEY

## OBJECTIVE:

To obtain a position utilizing my dental hygiene experience.

## SUMMARY OF QUALIFICATIONS:

- Dental health educator for children and their families ages pregnancy-age 18.
- Experience with organizing and operating a mobile dental program for 28 elementary schools.
- Worked closely with school administrations and nurses to provide quality in school dental education, preventative care and facilitated restorative care for many children that had no dental home.
- Skilled and experienced with differently abled patients ages infant to adult.
- Initiated and organized procedures/protocols for oral hygiene, re-care, prenatal, One year exam, periodontal, and office OSHA programs.
- Skilled in sealants, digital x-rays, impressions and suture removal.
- Proficient with PMX machines, computers (Dentrix, EagleSoft, Centricity EMR software experience), intraoral cameras, and phase microscopes.
- Experience with complete TX planning, restorative, crown, bridge, implants and actisite placement.
- Responsible for accessing, treating and maintaining patients' dental health, including plaque scores, STM, quadrant SC/RP and periodontal maintenance programs.

## EMPLOYMENT HISTORY:

**Coordinator and PH Dental Hygienist**, Lamprey Health Care, Raymond NH February 9, 2016-present  
**Pediatric Dental Hygienist**, Core Pediatric Dental, Exeter NH September 1, 2012-Present (Per Diem)  
**Golden Tides Dental**, Exeter NH, 2014-present (Per Diem)  
**Holistic Heath Practitioner/Business Owner**, Young Spirit Yoga, August 2012-present (Per Diem)  
**Public Health Dental Hygienist**, Families First, St Vincent DePaul, Exeter NH October, 19 2015-March 28, 2016  
**Substitute Teacher K-8<sup>th</sup> grade**, Dover School system, 2014-2015 school year  
**Coordinator and PH Dental Hygienist**, Core Mobile Dental Program affiliate of Core Pediatric Dental formally Healthreach Dental Center, Exeter NH, 2007 to August 31, 2012  
**Periodontal Coordinator/Pediatric Dental Hygienist**, Wentworth-Douglass Community Dental Center, Dover NH, 2005-2007  
**Pediatric Dental Hygienist**, Healthreach Dental Center, Exeter, NH, 2002-2006  
**School Based Dental Hygienist**, Frisbie Memorial Hospital, Rochester, NH, 2001-2003

## EDUCATION:

Training in Pediatrics, Orthodontics, Digital radiology, Intraoral Camera, Office Management, Periodontics 1987 to Present

Associate of Science in Biology with a concentration in Dental Hygiene, Concord Technical Institute, Concord, NH 1985 to 1987

## CERTIFICATIONS:

Holistic Health Practitioner, Reiki, Sound Therapy, RCYT, Radiology, Sealants, Nitrous, CPR, Antimicrobials (i.e., Periochip) placement

**REFERENCES:** Available upon request.

## 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/Community and School Based Oral Health Services

BUDGET PERIOD:	SFY 17 (7/1/17 - 6/30/18)		
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 - Chief Executive Office	\$191,630	0.00%	\$0.00
Evalie M. Crosby - Chief Fiscal Officer	\$144,206	0.00%	\$0.00
Nicole Watson - Clinical Director	\$101,005	0.00%	\$0.00
Bonnie Greaney - School Based Dental program Coordinator	\$58,883	32.00%	\$18,842.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$18,842.00</b>

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.

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16 w



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4535 1-800-852-3345 Ext. 4535  
Fax: 603-271-4506 TDD Access: 1-800-735-2964



G&C APPROVED  
Date: 5/6/15  
Item #16

March 13, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$771,894, from \$771,894 to \$1,543,788, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Catholic Medical Center	Manchester	\$142,400
Coos County Family Health Services, Inc.	Berlin	\$388,000
Easter Seals New Hampshire	Manchester	\$142,400
Families First of the Greater Seacoast	Portsmouth	\$205,336
Goodwin Community Health	Somersworth	\$189,792
Health First Family Care Center	Franklin	\$95,792
Lamprey Health Care, Inc.	Newmarket	\$96,394
Monadnock Community Hospital	Peterborough	\$95,792
Speare Memorial Hospital	Plymouth	\$91,482
Tri-County Community Action Program, Inc.	Berlin	\$96,400
<b>TOTAL:</b>		<b>\$1,543,788</b>

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.

05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, ORAL HEALTH PROGRAM

**See attachment for financial details**

### **EXPLANATION**

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are ten of a total fifteen contracts awarded as the result of a competitive bid process. The remaining five originally awarded contracts are in different stages of the amendment process; the Department anticipates submitting the remaining five agreements to the Governor and Executive Council under a separate request in June 2015. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return parental consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to assess oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

<b>Catholic Medical Center (Vendor #177240-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Coos County Family Health Services, Inc. (Vendor #155327-B001)</b>			
<b>Class/Object:102-500731Service Provided:Community/School BasedActivity Code90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$97,000	\$ 0	\$97,000
2015	\$97,000	\$ 0	\$97,000
2016	\$ 0	\$97,000	\$97,000
2017	\$ 0	\$97,000	\$97,000
<b>Subtotal</b>	<b>\$194,000</b>	<b>\$194,000</b>	<b>\$388,000</b>

<b>Easter Seals New Hampshire (Vendor #177204-B005)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Families First of the Greater Seacoast (Vendor #166629-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$29,299	\$ 0	\$29,299
2015	\$26,369	\$ 0	\$26,369
2016	\$ 0	\$29,299	\$29,299
2017	\$ 0	\$26,369	\$26,369
<b>Subtotal</b>	<b>\$55,668</b>	<b>\$55,668</b>	<b>\$111,336</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Goodwin Community Health (Vendor #154703-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Health First Family Care Center (Vendor #158221-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Lamprey Health Care, Inc. (Vendor #177677-R001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$25,367	\$ 0	\$25,367
2015	\$22,830	\$ 0	\$22,830
2016	\$ 0	\$25,367	\$25,367
2017	\$ 0	\$22,830	\$22,830
<b>Subtotal</b>	<b>\$48,197</b>	<b>\$48,197</b>	<b>\$96,394</b>

<b>Monadnock Community Hospital (Vendor #177164-B006)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Speare Memorial Hospital (Vendor #177178-B002)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$24,074	\$ 0	\$24,074
2015	\$21,667	\$ 0	\$21,667
2016	\$ 0	\$24,074	\$24,074
2017	\$ 0	\$21,667	\$21,667
<b>Subtotal</b>	<b>\$45,741</b>	<b>\$45,741</b>	<b>\$91,482</b>

<b>Tri-County Community Action Program, Inc. (Vendor #177195-B011)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,952	\$ 0	\$22,952
2015	\$25,248	\$ 0	\$25,248
2016	\$ 0	\$22,952	\$22,952
2017	\$ 0	\$25,248	\$25,248
<b>Subtotal</b>	<b>\$48,200</b>	<b>\$48,200</b>	<b>\$96,400</b>
<b>TOTAL</b>	<b>\$771,894</b>	<b>\$771,894</b>	<b>\$1,543,788</b>



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #93), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$96,394
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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,

3/24/15  
Date

State of New Hampshire  
Department of Health and Human Services  
[Signature]  
Brook Dupee  
Bureau Chief

3/6/15  
Date

Lamprey Health Care, Inc.  
A. Ashton-Savage  
NAME Audrey Ashton - Savage  
TITLE President, Board of Directors

Acknowledgement:  
State of NH, County of Rockingham on 3/6/15, 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 Gaudet, Notary Public

MICHELLE L. GAUDET, Notary Public  
My Commission Expires August 22, 2017

New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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. [Signature]  
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:



## Scope of Services

### The Contractor shall provide school-based oral health services as specified herein:

#### 1. General Provisions

The Contractor shall provide oral health assessment, preventive services, and referrals for restorative care for low-income, uninsured and underinsured children within the defined service area who don't have regular access to oral health care.

##### 1.1. Numbers Served

Oral assessment services are to be provided to a minimum of 2,000 students throughout each year of the contract term.

##### 1.2. Eligibility and Income Determination

- 1.2.1. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.
- 1.2.2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

##### 1.3. The contractor shall use one of the following models to provide the following services:

- 1.3.1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
- 1.3.2. The "combination clinic voucher model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

##### 1.4. Oral health care services for the targeted population(s) shall include:

- 1.4.1. risk assessment;
- 1.4.2. oral health education;
- 1.4.3. oral screening;
- 1.4.4. early diagnosis of oral diseases;
- 1.4.5. preventive care focused on age appropriate dental sealants, Interim Therapeutic Restorations (ITRs) placed by a Certified Public Health Dental Hygienist, and fluoride varnish application; and
- 1.4.6. care coordination that links children to restorative treatment and disease management in a "dental home".

##### 1.5. Relevant Policies and Guidelines

The school-based oral health program shall:

- 1.5.1. Require no fee for any Medicaid client.
- 1.5.2. Assist eligible families with Medicaid enrollment directly or through referral.
- 1.5.3. Become a Medicaid provider for qualified clients.

ATB

3/6/15



Exhibit A Amendment #1

- 1.5.4. Provide a sliding fee scale for children from families without Medicaid or private dental insurance.
- 1.5.5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
- 1.5.6. Direct resources to evidence-based interventions.
- 1.5.7. Explore and secure future funding sources.

**1.6. 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:

- 1.6.1. Assess the ethnic/cultural needs, resources and assets of their community.
- 1.6.2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- 1.6.3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
- 1.6.4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
- 1.6.5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

**1.7. 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:

- 1.7.1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
- 1.7.2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169-C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
- 1.7.3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

**1.8. Publications Funded Under Contract**

- 1.8.1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 1.8.2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
- 1.8.3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

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Exhibit A Amendment #1

**1.9. Subcontractors**

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

The school-based oral health program shall consist of the following components:

- 2.1.1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
- 2.1.2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
- 2.1.3. Oral health educational presentations by health professionals to individual students at chair side or to groups in a classroom setting as part of a health care curriculum.
- 2.1.4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
- 2.1.5. A preventive dental program, that shall at minimum include the requirements of 1.4.5 above, for children through a school-based program that assesses risk of dental disease and tooth eruption.
- 2.1.6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for children without an established dental provider.
- 2.1.7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
- 2.1.8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

**2.2. Staffing Provisions**

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license and certification. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.

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Exhibit A Amendment #1

**2.3. Staffing Changes**

- 2.3.1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
- 2.3.2. **Vacancies:** The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**2.4. Coordination of Services**

- 2.4.1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
- 2.4.2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

**2.5. Meetings and Trainings**

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

**3. Quality or Performance Improvement**

**3.1. Work plans**

- 3.1.1. Performance work plans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work plans are a key component of the Oral Health Program performance-based contracting system and of this contract.
- 3.1.2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health work plan progress/outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
- 3.1.3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the second contract year.
- 3.1.4. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

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Exhibit A Amendment #1

**3.2. Data and Reporting Requirements**

In addition to performance work plans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

- 3.2.1. Work plans and work plan outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
- 3.2.2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade target population.
- 3.2.3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
- 3.2.4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
- 3.2.5. An annual summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

**3.3. On-Site Reviews**

- 3.3.1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
- 3.3.2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
- 3.3.3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency performance work plan.

**3.4. Performance Measures**

Second and third grade students represent a group of children whose oral health status can be compared across New Hampshire programs, with children in other states and in the National Oral Health Surveillance System.

- 3.4.1. School-Based Performance Measures:
  - A minimum of 70% of 2nd and 3rd grade students returning consent forms
  - A minimum of 400 2nd and 3rd grade students shall receive oral screenings
  - Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
  - Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
  - 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
  - Percent of all 2nd and 3rd grade students screened with a history of decay

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## Method and Conditions Precedent to Payment

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$25,367 in SFY 2016 and \$22,830 in SFY 2017 for oral health initiatives, for a total amount of \$48,197.
  - b. Funding is available as follows:
    - \$21,544 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$26,653 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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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**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 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.

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Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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6/19/13  
# 93

May 24, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Oral Health Program, to enter into agreements with vendors for an amount not to exceed \$770,694.00 to provide access to preventive and reparative dental treatment for individuals participating in the statewide school-based and/or community-based dental programs, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

44.7% Federal 55.3% *General Fund*

Vendor	SFY 2014/2015 Amount
Concord Hospital	\$47,000.00
Coos County Family Health Services, Inc.	\$194,000.00
Easter Seals New Hampshire	\$71,200.00
Families First of the Greater Seacoast	\$102,668.00
Goodwin Community Health	\$94,896.00
Greater Nashua Dental Connection, Inc.	\$71,200.00
Health First Family Care Center	\$47,896.00
Lamprey Health Care, Inc.	\$48,197.00
Manchester Health Department	\$47,896.00
Speare Memorial Hospital	\$45,741.00
<b>TOTAL</b>	<b>\$770,694.00</b>

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Funds to support this request are anticipated to be available in the following account for SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, ORAL HEALTH PROGRAM

See attachment for financial details

#### EXPLANATION

This requested action seeks approval of ten of 15 agreements that represent \$770,694.00 of the \$1,039,982.00 total anticipated to be spent statewide to provide increased access oral health care services. These services include oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth for low income and uninsured children and adults statewide. The Department anticipates that the remaining five agreements will be presented to Governor and Council on July 7, 2013.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. The causes of oral health problems are multifaceted: Individuals with less income, less education, or who have disabilities are less likely to be able to access dental care and more likely to have dental problems. In difficult economic times, more people have less access to dental care. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. Among third grade students, without access to care and assessed in the 2009 statewide school-based survey forty-three percent (43%) had a history of tooth decay. Among older adults in six senior centers and congregate meal sites, thirty-one percent (31%) had untreated decay. In addition, increasing numbers of refugees have even greater difficulty accessing oral health care when the need for foreign language interpretation presents another barrier to dental treatment.

Second and third grade children eligible for school-based dental services will receive oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth within the school environment. Children through age 19, and adults eligible for community-based dental services will receive oral health basic preventive, diagnostic, and restorative dental services at a community dental provider's office. Anticipated outcomes from this program will include fewer numbers of low-income, uninsured residents with untreated decay and more residents receiving preventive oral health care in New Hampshire.

Should Governor and Executive Council not authorize this Request, children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire may not receive oral health care services.

This contract is awarded as the result of a competitive bid process. On January 3, 2013 and again on February 18, 2013 the Division posted a Request for Proposals on the Department of Health and Human Services' web site for statewide School- and Community-Based oral health services. In addition, oral health stakeholders statewide were notified by e-mail of the Request for Proposals and a bidder's conference was held on January 16, 2013. An agency could apply to deliver community, school-based services, or both.

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Sixteen agencies submitted 19 proposals. An evaluation committee of fourteen reviewers, internal and external to the Division of Public Health Services, evaluated the proposals. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services who hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations.

Fifteen agencies were selected for funding. The selection was based on review criteria specified in the Request for Proposals. The criteria evaluated the agency's capacity to carry out a program that provides oral health screening services to children and other vulnerable populations; assurance of ongoing oral health services with dentists in the community; program structure and plan to successfully complete the work; a reasonable and justifiable budget; and the appropriate format requested by the proposal. The proposals were scored and selected by taking an average of all reviewers' scores. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, these competitively procured Agreements have the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to assess oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

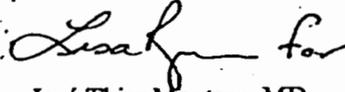
Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Preventive Health and Human Services Block Grant and 55.3% General Funds.

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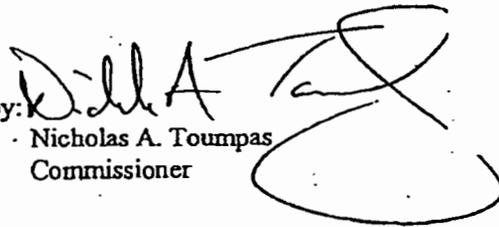
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

Program Name Oral Health Program  
 Contract Purpose Access to prevention and restorative dental treatment  
 RFP Score Summary (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

RFA/RFP CRITERIA	Max Pts	Catholic Medical Ctr-CB	Concord Hosp-CB	Coos Cnty Family Hlth Svcs-NC	Dental Hlth Works	Easter Seals NH CB	Families First of the Grtr. Seacoast-CB	Families First of the Greater Seacoast-SB	Goodwin Community Hlth-CB	Goodwin Community Health-SB	GNDC-CB	Hlth First-SB	Lamprey Hh-SB
Agy Capacity	30	29	29	30	28	29	29	30	29	26	30	27	27
Program Structure	50	46	46	45	49	49	48	49	46	42	49	43	40
Budget & Justification	15	13	14	12	14	12	14	12	14	12	15	14	11
Format	5	4	4	4	5	5	5	5	5	5	5	4	4
Total	100	92	93	92	95	95	95	95	94	85	99	88	82

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 68,077.00		\$ 36,100.00	\$ 23,500.00	\$ 59,600.00
	\$ 50,000.00	\$ 18,077.00	\$ 68,077.00		\$ 35,100.00	\$ 23,500.00	\$ 58,600.00
	\$ 100,000.00	\$ 35,154.00	\$ 135,154.00		\$ 71,200.00	\$ 47,000.00	\$ 118,200.00
	\$ 36,100.00	\$ 23,500.00	\$ 59,600.00		\$ 36,100.00	\$ 23,500.00	\$ 59,600.00
	\$ 35,100.00	\$ 23,500.00	\$ 58,600.00		\$ 35,100.00	\$ 23,500.00	\$ 58,600.00
	\$ 71,200.00	\$ 47,000.00	\$ 118,200.00		\$ 71,200.00	\$ 47,000.00	\$ 118,200.00

RFP Reviewers	Name	Job Title	Dept. Agency	Qualifications
	Sarah Finne	Dentist Supervisor	Greater Derry Children's Dental Health Network	The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services and hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations. Each reviewer was selected for the specific skill set they possess and their experience delivering oral health services. The purpose of the review team is to compliment and build upon each of these perspectives for a well-balanced, objective review of the oral health proposals.
	Fran McLaughlin	WIC Nutrition Consultant	Division of Public Health Services	
	Shannon Mills	VP for Professional Relations	Northeast Delta Dental	
	Patricia Tilley	Bureau Chief (Acting)	Division of Public Health Services	
	Heather Brown	Network Representative	Northeast Delta Dental	
	Tracey Tarr	Administrator	Bureau of Elderly & Adult Services	
	Deb Nelson	Administrator	Head Start State Collation Office	
	Stacey Plourde	Chair	NH Board of Dental Examiners	
	Gail Brown	Policy Director	NH Oral Health Coalition	
	Alisa Druzba	Administrator	Division of Public Health Services	
	Connie George	Faculty	NHTI	
	Bev McGuire	Former Clinical Quality Mgr	Assurance Manager DPHS	
	Becky Bukowski	Administrator	Division of Public Health Services	
	Jim Williamson	Executive Director	NH Dental Society	

Program Name Oral Health Program

Contract Purpose Access to prevention and restorative dental treatment

RFP Score Sumir (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

RFA/RFP CRITERIA	Max Pts	Manchester Hlth Dept	Monadnock Hsp-SB	Spare Mem Hsp-SB	Sullivan Cty-SB	Sullivan Cty-CB	SAU 40 Milford SB	Tri-County CAP-SB
Age Capacity	30	29	29	29	25	20	25	28
Program Structure	50	48	46	47	43	40	37	46
Budget & Justification	15	14	13	13	10	10	13	11
Format	5	5	5	5	4	3	4	4
Total	100	95	92	94	82	72	79	89

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 85,263.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 88,085.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 173,348.00	\$ 36,154.00	\$ 64,000.00	\$ 80,000.00	\$ 100,000.00	\$ 42,000.00	\$ 80,544.00
	\$ 22,808.00	\$ 22,808.00	\$ 24,074.00	\$ 22,808.00	\$ -	\$ -	\$ 22,952.00
	\$ 25,088.00	\$ 25,088.00	\$ 21,667.00	\$ 25,088.00	\$ -	\$ -	\$ 25,248.00
	\$ 47,896.00	\$ 47,896.00	\$ 45,741.00	\$ 47,896.00	\$ -	\$ -	\$ 48,200.00

Subject: School-based oral health services for students in the Lamprey Health Care Service Area

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 207 Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number (603) 659-2494	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$48,197
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature <i>EL Crepeau</i>		1.12 Name and Title of Contractor Signatory Elizabeth Crepeau, President of the Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>3/1/13</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 [Seal] <i>Michelle L. Gaudet</i>		MICHELLE L. GAUDET, Notary Public My Commission Expires August 22, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Michelle Gaudet, Executive Assistant / Grant Writer, 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>Jeane P. Herick, Attorney</i> On: <i>28 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.

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.

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 8<sup>th</sup> day of June, 2017, 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 Health Department, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1528 Elm Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #93, and subsequently amended on June 10, 2015, Item #12, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$25,088 from \$95,792 to read: \$120,880.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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,

6/20/17  
Date

State of New Hampshire  
Department of Health and Human Services

*Lisa Morris*  
Name: Lisa Morris, MSSW  
Title: Director

6/15/2017  
Date

Manchester Health Department

*Theodore Gatsas*  
Name: Theodore Gatsas  
Title: Mayor

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on June 15, 2017, before the undersigned officer, personally appeared the person identified directly 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.

*Victoria L. Ferraro*  
Signature of Notary Public or Justice of the Peace

Victoria L. Ferraro, Constituent Service Rep.  
Name and Title of Notary or Justice of the Peace

**VICTORIA L. FERRARO, Notary Public**  
**My Commission Expires June 24, 2020**  
My Commission Expires: \_\_\_\_\_



**Exhibit B-1 Budget SFY 2018**

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name:** Manchester Health Department

**Statewide Community and School Based Oral**  
**Budget Request for:** Health Services  
*(Name of RFP)*

**Budget Period:** SFY 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 20,620.80	\$ -	\$ 20,620.80	
2. Employee Benefits	\$ 2,867.20	\$ -	\$ 2,867.20	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 300.00	\$ -	\$ 300.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,000.00	\$ -	\$ 1,000.00	
Office	\$ 100.00	\$ -	\$ 100.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 200.00	\$ -	\$ 200.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 25,088.00</b>	<b>\$ -</b>	<b>\$ 25,088.00</b>	

Indirect As A Percent of Direct

0.0%

Exhibit B-1 Budget SFY 2018

Contractor Initials:

T.G.

Date:

6/15/17

CERTIFICATE OF VOTE

I, Matthew Normand, do hereby certify that:  
(Name of the City Clerk of the Municipality)

1. I am duly elected City Clerk of the City of Manchester
2. The following is a true copy of an action duly adopted at a meeting of the Board of Mayor and Aldermen duly held on June 13, 2017,

RESOLVED: That this Municipality enter into a contract amendment with the State of New Hampshire, Department of Health and Human Services.

RESOLVED: That Theodore Gatsas,  
(Mayor of the City of Manchester)

hereby is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing action on has not been amended or revoked and remains in full force and effect as of June 14, 2017
4. Theodore Gatsas (is/are) the duly elected Mayor of the City of Manchester.

Matthew Normand  
(Signature of the Clerk of the Municipality)

State of New Hampshire  
County of Hillsborough

The foregoing instrument was acknowledge before me this 16<sup>th</sup> day of

June, 2017 by Matthew Normand.  
(Name of Person Signing Above)



Heather Freeman  
(Name of Notary Public)

Title: Notary Public/Justice of the Peace  
Commission Expires: September 3, 2019

**Kevin J. O'Neil**  
*Risk Manager*



**CITY OF MANCHESTER**  
*Office of Risk Management*  
**CERTIFICATE OF COVERAGE**

NH DHHS  
129 Pleasant Street  
Concord, New Hampshire 03301

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

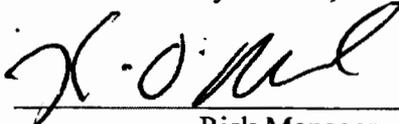
	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

**DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD**

For the City of Manchester's Health Department Grant from 7-1-17 through 6-30-18.

Issued the 1<sup>st</sup> day of June, 2017.

  
\_\_\_\_\_  
Risk Manager

Timothy M. Soucy, MPH, REHS  
Public Health Director



Anna J. Thomas, MPH  
Deputy Public Health Director

## CITY OF MANCHESTER *Health Department*

### **Board of Mayor & Aldermen**

Mayor

Theodore L. Gatsas

Ward 1 Alderman  
Kevin J. Cavanaugh

Ward 2 Alderman  
Ron Ludwig

Ward 3 Alderman  
Patrick Long

Ward 4 Alderman  
Christopher Herbert

Ward 5 Alderman  
Anthony Sapienza

Ward 6 Alderman  
Vacant

Ward 7 Alderman  
William P. Shea

Ward 8 Alderman  
Thomas Katsiantonis

Ward 9 Alderman  
Barbara E. Shaw

Ward 10 Alderman  
Bill Barry

Ward 11 Alderman  
Normand Gamache

Ward 12 Alderman  
Keith Hirschmann

At-Large Alderman  
Daniel P. O'Neil

At-Large Alderman  
Joseph Kelly Levasseur

### **Board of Health**

Rosemary M. Caron, PhD, MPH, Chair

Elaine M. Michaud, Esquire, Clerk

Tanya A. Tupick, D.O.

Christopher N. Skaperdas, DMD

Stephanie P. Hewitt, MSN, FNP-BC

## **Andrea Iasillo, RDH, CPHDH**

### **Education**

#### **September 1988-May 1990**

University of Bridgeport, Fones School of Dental Hygiene.  
Bridgeport ,CT . Associate of Science Degree in Dental Hygiene. magna cum laude.

#### **September 1982-May 1986**

Slippery Rock University of Pennsylvania. Bachelor of Science Degree.

### **Professional Licenses and Certifications**

Registered Dental Hygienist New Hampshire (current), Connecticut and Florida (inactive)  
Certified Public Health Dental Hygienist in New Hampshire – Current  
American Red Cross Adult CPR/AED, Child CPR and First Aid- Current

### **Employment**

<b>Aug.2007-present</b>	<b>Manchester NH Health Department</b>
<b>Sept 2006-July 2007</b>	<b>Marquee Dental, Manchester, NH</b>
<b>Oct. 2002- June 2006</b>	<b>Dr. Robert Emilio, Norwalk, CT</b>
<b>Oct. 1997-Jan. 2006</b>	<b>Dr. Santo Delallo, Norwalk, CT</b>
<b>Nov. 1993-Oct. 1997</b>	<b>Dr. Charles Zatzkins, Greenwich, CT</b>
<b>Sept. 1991-Nov. 1993</b>	<b>Peremenis Dental Group, Stamford, CT</b>
<b>June 1990-Sept. 1991</b>	<b>Darien Dental Group, Darien, CT</b>

Responsibilities include adult and adolescent dental prophylaxis, interim therapeutic restorations, dental health screenings at clinics and schools, periodontal therapy (including root planing), periodontal charting and evaluations, subgingival irrigation, pit and fissure sealants, fluoride treatments, radiographs, oral cancer examinations, record and report data collection in public health setting, organize school based collaborative oral health program, oral hygiene instruction and recall management

# TIMOTHY M. SOUCY, MPH, REHS

## SUMMARY OF QUALIFICATIONS

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- 22-Year Manchester Health Department Employee, 18-Year Senior Manager
- Recognized Public Health Leader in City of Manchester and State of New Hampshire
- Experienced in Managing Employees and Budgets
- Lifelong Manchester, New Hampshire Resident

## EDUCATION

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- Master of Public Health Degree May 1998 Boston University School of Public Health, Boston, Massachusetts  
Concentration: Environmental Health
- Bachelor of Science Degree May 1989 University of Vermont, Burlington, Vermont  
Major: Biology

## PROFESSIONAL PUBLIC HEALTH EXPERIENCE

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### 02/90 – Present: Manchester Health Department

#### 12/06 – Present: Public Health Director

As the Chief Administrative Officer provides administrative oversight to all operations and activities of the Manchester Health Department including exclusive personnel responsibility, supervisory authority and budgetary authority. The Manchester Health Department routinely assesses the health of the community and recommends appropriate policies, ordinances and programs to improve the health of the community. The Department investigates and controls communicable diseases, completes environmental inspections and investigations necessary to protect the public health and is also responsible for the provision of school health services for Manchester school children. The Public Health Director also serves as the Executive Director of the Health Care for the Homeless Program (330-h) and has overseen the AmeriCorps VISTA Program and Weed & Seed Strategy.

#### 11/02 – 06/06: Public Health Preparedness Administrator

Carried out all functions of Chief of Environmental Health. In addition, planned, directed and supervised all activities to assure local readiness, interagency collaboration, and preparedness for bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Secured over two million dollars (\$2,000,000) in federal public health preparedness funding for the City of Manchester since 2002. Experienced in Manchester Emergency Operations Center (EOC) operations.

#### 08/94 – 11/02: Chief, Division of Environmental Health

Planned, directed and supervised all environmental health activities carried out within the City of Manchester. Evaluated and recommended public health standards, ordinances and legislation. Advised governmental leaders, community representatives, and the general public on environmental health issues. Planned and conducted professional public health training programs. Coordinated epidemiological investigations for specific disease outbreaks. Supervised division staff and evaluated personnel performance.

#### 02/90 - 08/94: Environmental Health Specialist / Sanitarian

Performed duties related to a comprehensive environmental health program, including, but not limited to inspection of food service facilities, investigation of foodborne illnesses, inspection of institutional facilities, swimming pool inspections, indoor air quality investigations, inspections of septic systems, investigation of public health nuisances, and investigation of childhood lead poisoning cases.

## PROFESSIONAL CERTIFICATIONS

- Registered Environmental Health Specialist, National Environmental Health Association, Number 85241 (Inactive)
- Designer of Subsurface Sewage Disposal Systems, State of New Hampshire, Permit number 1273 (Active)
- ServSafe Food Protection Manager Certification Course, National Restaurant Association, 1998 (Inactive)

## **PROFESSIONAL ORGANIZATIONS**

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- Member, National Association of County & City Health Officials (NACCHO)
- Member, American Public Health Association (APHA)
- Member, National Environmental Health Association, (NEHA)
- Member, New Hampshire Public Health Association (NHPHA)
- Member, New Hampshire Health Officer Association (NHHOA)

## **HONORS AND RECOGNITIONS**

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- Appointee, New Hampshire Health Exchange Advisory Board, 2012
- Poster Session, NACCHO Annual Conference, 2010
- Presenter, NALBOH Annual Conference, 2009
- Presented with Key to the City, Honorable Mayor Frank C Guinta, 2009
- Appointee, Survive & Thrive Workgroup, National Association of County & City Health Officials 2009 – Present
- Fellow, Survive & Thrive, National Association of County & City Health Officials 2008 – 2009
- Guest Lecturer, University of New Hampshire, MPH, MPA and Undergraduate Programs 2006- Present
- Associate, Leadership New Hampshire, Class of 2005
- 40 Under Forty, The Union Leader & Business and Industry Association of New Hampshire, Class of 2004
- Appointee, Legislative Study Committee for Public Health and the Environment, 2000-2003
- Inductee, Delta Omega, Public Health Honor Society, Boston University School of Public Health 1998

## **CONTINUING EDUCATION**

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- Reasonable Suspicion Supervisory Training, City of Manchester Human Resources, 2010
- New Hampshire Department of Environmental Services, Subsurface Bureau Educational Seminars, 2010
- Survive & Thrive, National Association of County & City Health Officials, 2009
- ICS 300, MGT 313, Incident Management/Unified Command, Texas A&M, 2008
- MGT -100 WMD Incident Management/Unified Command Concept, Texas A&M, 2008
- ICS 100, ICS 200, US Department of Homeland Security, 2008
- Bi-State Primary Care Association, Primary Care Conference, 2007
- Public Health Preparedness Summit, National Association of City & County Health Officials, 2006
- National Incident Management Systems (NIMS), US Department of Homeland Security, 2005
- Healthcare Leadership & Administrative Decision-Making in Response to Weapons of Mass Destruction (WMD) Incidents, US Federal Emergency Management Agency, 2004
- Forensic Epidemiology, US Department of Justice & US Centers for Disease Control & Prevention, 2003
- BioDefense Mobilization Conference, University of Washington, School of Public Health, 2002
- Emergency Response to Domestic Biological Incidents, US Department of Justice & LSU, 2001
- Financial Skills for Non-Financial Managers, University of New Hampshire, 2001
- National Environmental Health Association Annual Education Conference, NEHA, 2000
- Management Perspectives for Public Health Practitioners, US Centers for Disease Control & Prevention, 2000
- Investigating Foodborne Illnesses, US Food & Drug Administration, 1999
- Environmental Health Risks to Children, US Environmental Protection Agency, 1998
- Food Microbiological Control, US Food & Drug Administration, 1998
- Computer Assisted Modeling for Emergency Operations (CAMEO), Harvard School of Public Health, 1997
- Local Radon Coordinators Network Training, National Association of City & County Health Officials, 1996
- Introduction to Indoor Air Quality, US Environmental Protection Agency & Harvard University, 1995
- Hazard Analysis & Critical Control Point (HACCP), US Food & Drug Administration, 1995
- Safety Measurement, Bloodborne Pathogens, Confined Space Entry, University of New Hampshire, 1994
- Environmental Health Sciences, US Centers for Disease Control & Prevention, 1992
- Field Description of Soils, University of New Hampshire, 1992
- Kentucky Lead Training Workshop, Jefferson County Health Department, 1991
- Foodborne Disease Control, US Centers for Disease Control & Prevention, 1991
- Lead Paint Inspectors Course, PCG PRO-Tech Services, Massachusetts, 1990

## **COMMUNITY ACTIVITIES**

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- Member, Board of Directors, Families in Transition, Housing Benefits, Inc., 2010 – Present
- Member, Board of Directors, Mental Health Center of Greater Manchester, 2008 – Present (Board Chair 2012 – Present)
- Leadership Greater Manchester Steering Committee, Greater Manchester Chamber of Commerce, 2008 – Present
- Volunteer, Dance Visions Network, 2007 - Present
- Member, Seniors Count Collaborating Council, Easter Seals of New Hampshire, 2006 - Present
- Member, Board of Directors, New Horizons for New Hampshire, 2004 – 2010 (Board President 2007-2009)
- Coach, Parker Varney Girls Basketball Team, 2004-2005
- Assistant Coach, Rising Stars Recreation Soccer League, 2002
- Assistant Coach, Manchester Angels Recreation Soccer League, 2001-2003
- Member, Advisory Council, Endowment for Health, Inc. 2000-2003
- Assistant Coach, Manchester West Junior Soccer League, 2000-2003
- Assistant Coach, Manchester West Junior Deb Softball League, 2000
- Member, Allocations Committee, United Way of Greater Manchester, 1998-2003
- Health Department Campaign Coordinator, Granite United Way, 1996, 2008 - 2012

## **CITY OF MANCHESTER ACTIVITIES**

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- Appointee, City of Manchester Labor / Management Committee, 2011 – Present
- Appointee, City of Manchester Local Emergency Planning Committee, 2011 – Present
- Appointee, City of Manchester Refugee and Immigrant Integration Task Force, 2010 - Present
- Appointee, City of Manchester 10-Year Plan to End Homelessness, 2010 - Present
- Appointee, City of Manchester Quality Council, 2008 – Present
- Appointee, City of Manchester AFSCME Sick Leave Bank, 2006- Present

# NICOLE T. LOSIER, MSN, RN

Manchester Health Department  
1528 Elm Street, Manchester, NH 03101  
Work: (603) 624-6466 Fax: (603) 665-6894  
nlosier@manchesternh.gov

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## **EDUCATION:**

### **Master of Science in Nursing**

*University of New Hampshire*

Sigma Theta Tau International Honor Society of Nursing

2007

Durham, NH

### **Bachelor of Science in Behavioral Neuroscience, Minor in Philosophy**

*Northeastern University*

Magna Cum Laude • Outstanding Co-op Achievement Award • Amelia Peabody Scholar • Carl S. Ell Scholar • Dean's List • Honors Program

1996

Boston, MA

## **NURSING EXPERIENCE:**

### **Public Health Nurse Supervisor**

*City of Manchester*

Supervise Community Health staff including Certified Community Health Nurses, Community Health Nurses, Public Health Specialist, Registered Dental Hygienist and Dental Assistant • Plan, direct and evaluate community health programs • Compile monthly, quarterly, semi-annual and annual reports for community health programs • Develop and prepare budget and grant requests

March 2014 – Present

Manchester, NH

### **Community Health Nurse**

*City of Manchester*

Conduct case investigations for reported communicable disease cases • Provide case management for high-risk latent Tuberculosis infections and active Tuberculosis cases • Provide clinical services including: child and adult immunizations, STD/HIV counseling & testing, Mantoux skin testing • Point person for the Tuberculosis program in Manchester

July 2013 – March 2014

Manchester, NH

### **School Nurse II**

*City of Manchester*

Promote and maintain the health of school children • Obtain student health histories and maintain cumulative health records • Administer medication to students as prescribed • Develop emergency care plans and medical alert lists and review with appropriate personnel • Provide first aid • Perform health screenings and assessments • Develop health portion of Individual Education Plans • Provide individual and group health education to students and staff • Collect and maintain data on school health issues • Establish and maintain working relationships with staff, school officials, students and parents

August 2011 – June 2013

Manchester, NH

### **Public Health Nurse II**

*City of Nashua*

Provide clinical services including: child and adult immunizations, STD/HIV counseling & testing, Mantoux skin testing, blood lead screening • Conduct case investigations for reported communicable disease cases • Provide case management for high-risk latent Tuberculosis infections and active Tuberculosis cases • Manage and coordinate the Tuberculosis program in Nashua (2008-2010) including producing monthly, semi-annual and annual reports • Review client healthcare records for quality assurance purposes • Manage and coordinate the Communicable Disease program in Nashua (2009-2011) including producing monthly reports • Participate in the planning and exercise of emergency preparedness activities including written plans, trainings and drills • Develop educational materials • Provide education regarding healthcare topics to individual clients, area agencies and community groups

November 2007 – August 2011

Nashua, NH

• Serve as a preceptor for undergraduate nursing students • Completed ICS 100, 200, 300, 700 & 800 training • Completed the Local Public Health Institute Series of Public Health Courses (Manchester Health Department)

**Clinical Nurse I, Fuller Unit  
Elliot Hospital**

January - September 2007  
Manchester, NH

Provide safe and effective nursing care in a medical surgical environment • Provide a therapeutic and trusting environment for patient care • Perform comprehensive assessments, document findings, develop, implement and evaluate nursing care plans • Effectively utilize the EPIC electronic medical record system • Familiar with catheters, nasogastric tubes, chest tubes, wound-vac dressings and ostomy appliances

**RESEARCH EXPERIENCE:**

**Research Associate**

*Curis, Inc., Neuroscience*

2002 – 2005  
Cambridge, MA

**Senior Research Assistant, Dr. James Stellar's Behavioral Neuroscience Laboratory  
Northeastern University, Department of Psychology**

2001 – 2002  
Boston, MA

**Graduate Student, Dr. Peter Shizgal's Behavioural Neurobiology Laboratory  
Concordia University, Department of Psychology**

1997 – 2001  
Montreal, Quebec

**Laboratory Technician, Dr. Barbara Waszczak's Research Laboratory  
Northeastern University, Department of Pharmaceutical Sciences**

1997  
Boston, MA

**Laboratory Technician, Dr. Ralph Loring's Research Laboratory  
Northeastern University, Department of Pharmaceutical Sciences**

1996 – 1997  
Boston, MA

**Research Assistant, Dr. James Stellar's Behavioral Neuroscience Laboratory  
Northeastern University, Department of Psychology**

1992 – 1996  
Boston, MA

**AFFILIATIONS**

**Society for Neuroscience (SFN)**

1993 - 2005

**NH Infection Control and Epidemiology Professionals (NHICEP)**

2009 - 2011

**National Association of School Nurses (NASN)**

2011 - 2013

**NH Communicable Disease Epidemic Control Committee (CDECC)**

2014 - present

**NH Childhood Lead Poisoning Prevention and Screening Commission**

2016 - present

**NH Public Health Association (NHPHA)**

2016 - present

**NH Public Health Nurses Association**

2016 - present

**PRESENTATIONS AND PUBLICATIONS:**

**Losier, N.T.** (2007). Lead screening in Nashua, NH. Capstone Project.

**Boucher, N.T., Bless, E., Brebeck, D., Albers, D.S., Guy, K., Rubin, L.L., & Dellovade, T.L.** (2004). Treatment with hedgehog agonist reduces apomorphine – induced rotations in 6-OHDA lesioned rats. 34<sup>th</sup> Annual Meeting of the Society for Neuroscience, San Diego, CA, October, 2004.

- Dellovade, T.L., Bless, E., Brebeck, D., Albers, D.S., Allendoerfer, K.L., Guy, K., **Boucher, N.T.**, & Rubin, L.L. (2004). Treatment with hedgehog agonist decreases infarct volume in rat model of stroke. 34<sup>th</sup> Annual Meeting of the Society for Neuroscience, San Diego, CA, October, 2004.
- Dellovade, T.L., Bless, E., Albers, D.S., Brebeck, D., Guy, K., **Boucher, N.**, Qian, C., Munger, W., Dudek, H., and Rubin, L.L. (2003). Efficacy of Small-Molecule Hedgehog Agonists in Models of Excitotoxicity. 33<sup>rd</sup> Annual Meeting of the Society for Neuroscience, New Orleans, LA, November 2003.
- Waszczak, B.L., Martin, L., **Boucher, N.**, Zahr, N., Sikes, R.W., and Stellar, J.R. Electrophysiological and behavioral output of the rat basal ganglia after intrastriatal infusion of d-amphetamine: lack of support for the basal ganglia model. *Brain Research*, 920 (2001): 170-182.
- Martin, L.P., **Boucher, N.T.**, Finlay, H., Stellar, J.R., and Waszczak, B.L. (1997). Correlation of Electrophysiological and Behavioral Output of the Rat Basal Ganglia after Infusion of Dopamine (DA) Agonists: A New Approach, New Data. 27<sup>th</sup> Annual Meeting of the Society for Neuroscience, New Orleans, LA, October 1997.
- Boucher, N.** (1996). Effects of Substantia Innominata Lesions on Medial Forebrain Bundle Self-Stimulation Reward. Honors Thesis.
- Stellar, J.R., Johnson, P.I., Hall, F.S., **Boucher, N.**, & Tehraney, P. (1995). Ipsilateral Ventral Tegmental Area Excitotoxic Lesions Do Not Reliably Disrupt Lateral Hypothalamic Self-Stimulation Reward. 25<sup>th</sup> Annual Meeting of the Society for Neuroscience, San Diego, CA, November 1995.
- Stellar, J.R., Jaehn, L., & **Boucher, N.** (1993). Multiple electrode arrays, HZ-I trade-offs, and MFB reward anatomy in rats. 23<sup>rd</sup> Annual Meeting of the Society for Neuroscience, Washington, DC, November 1993.

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** Manchester Health Dept

**Name of Contract:** Community Health Services/Community and School Based Oral Health Services

<b>BUDGET PERIOD: SFY 18</b>				
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>
Andrea Iasillo	Dental Hygienist	\$51,552	40.00%	\$20,620.80
Timothy Soucy	Public Health Director	\$143,036	0.00%	\$0.00
Nicole Losier	Community Health Nurse Supervisor	\$78,469	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$20,620.80</b>



Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 DD Access: 1-800-735-2964



G&C APPROVED  
Date: 6/10/15  
Item #12

May 5, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$173,192, from \$173,192 to \$346,384, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Dental Health Works of Cheshire County, Inc.	Keene	\$108,192
Greater Nashua Dental Connection, Inc.	Nashua	\$142,400
Manchester Health Department	Manchester	\$95,792
<b>TOTAL:</b>		<b>\$346,384</b>

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.

05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, ORAL HEALTH PROGRAM

**See attachment for financial details**

### EXPLANATION

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are three of a total fifteen contracts awarded as the result of a competitive bid process. Ten originally awarded contracts were previously submitted to the Governor and Executive Council under a separate request. Two remaining contracts will be submitted in the coming weeks. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return parental consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to access oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 5, 2015  
Page 3 of 3

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

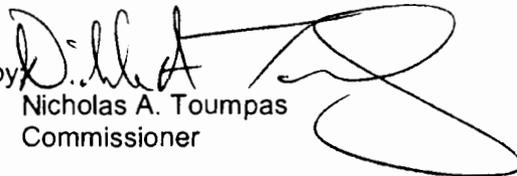
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Marcella Jordan Bobinsky  
Acting Director

Approved by



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

<b>Dental Health Works of Cheshire County, Inc. (Vendor #1679280-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$28,472	\$ 0	\$28,472
2015	\$25,624	\$ 0	\$25,624
2016	\$ 0	\$28,472	\$28,472
2017	\$ 0	\$25,624	\$25,624
<b>Subtotal</b>	<b>\$54,096</b>	<b>\$54,096</b>	<b>\$108,192</b>

<b>Greater Nashua Dental Connection, Inc. (Vendor #158470-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Manchester Health Department (Vendor #177433-B009)</b>			
<b>Class/Object: 102-500731 Service Provided: Community-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>TOTAL</b>	<b>\$173,192</b>	<b>\$173,192</b>	<b>\$346,384</b>
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 Health Department (hereinafter referred to as "the Contractor"), a local municipality with a place of business at 1528 Elm Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #93), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$95,792
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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

5/19/15  
Date

Brook Dupee  
Brook Dupee  
Bureau Chief

Manchester Health Department

4/9/2015  
Date

Theodore Gatsas  
NAME Theodore Gatsas  
TITLE Mayor

Acknowledgement:

State of New Hampshire County of Hillsborough on 4/9/2015, 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

Victoria L. Ferraro  
Name and Title of Notary or Justice of the Peace

VICTORIA L. FERRARO, Notary Public  
My Commission Expires April 28, 2015

Contractor Initials: J.G.  
Date: 4/9/15

New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/15/15  
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:



## Scope of Services

### The Contractor shall provide school-based oral health services as specified herein:

#### 1. General Provisions

The Contractor shall provide oral health assessment, preventive services, and referrals for restorative care for low-income, uninsured and underinsured children within the defined service area who don't have regular access to oral health care.

##### 1.1. Numbers Served

Oral assessment services are to be provided to a minimum of 2,000 students throughout each year of the contract term.

##### 1.2. Eligibility and Income Determination

1.2.1. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.

1.2.2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

##### 1.3. The contractor shall use one of the following models to provide the following services:

1.3.1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.

1.3.2. The "combination clinic voucher model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

##### 1.4. Oral health care services for the targeted population(s) shall include:

1.4.1. risk assessment;

1.4.2. oral health education;

1.4.3. oral screening;

1.4.4. early diagnosis of oral diseases;

1.4.5. preventive care focused on age appropriate dental sealants, Interim Therapeutic Restorations (ITRs) placed by a Certified Public Health Dental Hygienist, and fluoride varnish application; and

1.4.6. care coordination that links children to restorative treatment and disease management in a "dental home".

##### 1.5. Relevant Policies and Guidelines

The school-based oral health program shall:

1.5.1. Require no fee for any Medicaid client.

1.5.2. Assist eligible families with Medicaid enrollment directly or through referral.

1.5.3. Become a Medicaid provider for qualified clients.



Exhibit A Amendment #1

- 1.5.4. Provide a sliding fee scale for children from families without Medicaid or private dental insurance.
- 1.5.5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
- 1.5.6. Direct resources to evidence-based interventions.
- 1.5.7. Explore and secure future funding sources.

**1.6. 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:

- 1.6.1. Assess the ethnic/cultural needs, resources and assets of their community.
- 1.6.2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- 1.6.3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
- 1.6.4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
- 1.6.5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

**1.7. 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:

- 1.7.1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
- 1.7.2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
- 1.7.3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

**1.8. Publications Funded Under Contract**

- 1.8.1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 1.8.2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
- 1.8.3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

J.G.

4/9/15



Exhibit A Amendment #1

**1.9. Subcontractors**

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

The school-based oral health program shall consist of the following components:

- 2.1.1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
- 2.1.2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
- 2.1.3. Oral health educational presentations by health professionals to individual students at chair side or to groups in a classroom setting as part of a health care curriculum.
- 2.1.4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
- 2.1.5. A preventive dental program, that shall at minimum include the requirements of 1.4.5 above, for children through a school-based program that assesses risk of dental disease and tooth eruption.
- 2.1.6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for children without an established dental provider.
- 2.1.7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
- 2.1.8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

**2.2. Staffing Provisions**

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license and certification. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.



Exhibit A Amendment #1

**2.3. Staffing Changes**

- 2.3.1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
- 2.3.2. **Vacancies:** The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**2.4. Coordination of Services**

- 2.4.1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
- 2.4.2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

**2.5. Meetings and Trainings**

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

**3. Quality or Performance Improvement**

**3.1. Work plans**

- 3.1.1. Performance work plans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work plans are a key component of the Oral Health Program performance-based contracting system and of this contract.
- 3.1.2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health work plan progress/outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
- 3.1.3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the second contract year.
- 3.1.4. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.



Exhibit A Amendment #1

**3.2. Data and Reporting Requirements**

In addition to performance work plans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

- 3.2.1. Work plans and work plan outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
- 3.2.2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade target population.
- 3.2.3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
- 3.2.4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
- 3.2.5. An annual summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

**3.3. On-Site Reviews**

- 3.3.1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
- 3.3.2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
- 3.3.3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency performance work plan.

**3.4. Performance Measures**

Second and third grade students represent a group of children whose oral health status can be compared across New Hampshire programs, with children in other states and in the National Oral Health Surveillance System.

- 3.4.1. School-Based Performance Measures:
  - A minimum of 70% of 2nd and 3rd grade students returning consent forms
  - A minimum of 1,800 2nd and 3rd grade students shall receive oral screenings
  - Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
  - Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
  - 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
  - Percent of all 2nd and 3rd grade students screened with a history of decay

J.G.

4/9/15



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**Method and Conditions Precedent to Payment**

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$22,808 in SFY 2016 and \$25,088 in SFY 2017 for oral health initiatives, for a total amount of \$47,896.
  - b. Funding is available as follows:
    - \$21,410 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$26,486 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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.

J. G.  
4/9/15



**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;

J. G.  
4/9/15



- 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.

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

J. G.  
4/9/15



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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*MA*



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4535 1-800-852-3345 Ext. 4535  
Fax: 603-271-4506 TDD Access: 1-800-735-2964



6/19/13  
# 93

May 24, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Oral Health Program, to enter into agreements with vendors for an amount not to exceed \$770,694.00 to provide access to preventive and reparative dental treatment for individuals participating in the statewide school-based and/or community-based dental programs, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

44.7% Federal 55.3% *General Fund*

Vendor	SFY 2014/2015 Amount
Concord Hospital	\$47,000.00
Coos County Family Health Services, Inc.	\$194,000.00
Easter Seals New Hampshire	\$71,200.00
Families First of the Greater Seacoast	\$102,668.00
Goodwin Community Health	\$94,896.00
Greater Nashua Dental Connection, Inc.	\$71,200.00
Health First Family Care Center	\$47,896.00
Lamprey Health Care, Inc.	\$48,197.00
Manchester Health Department	\$47,896.00
Speare Memorial Hospital	\$45,741.00
<b>TOTAL</b>	<b>\$770,694.00</b>

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 24, 2013  
Page 2 of 4

Funds to support this request are anticipated to be available in the following account for SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, ORAL HEALTH PROGRAM

See attachment for financial details

#### EXPLANATION

This requested action seeks approval of ten of 15 agreements that represent \$770,694.00 of the \$1,039,982.00 total anticipated to be spent statewide to provide increased access oral health care services. These services include oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth for low income and uninsured children and adults statewide. The Department anticipates that the remaining five agreements will be presented to Governor and Council on July 7, 2013.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. The causes of oral health problems are multifaceted: Individuals with less income, less education, or who have disabilities are less likely to be able to access dental care and more likely to have dental problems. In difficult economic times, more people have less access to dental care. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. Among third grade students, without access to care and assessed in the 2009 statewide school-based survey forty-three percent (43%) had a history of tooth decay. Among older adults in six senior centers and congregate meal sites, thirty-one percent (31%) had untreated decay. In addition, increasing numbers of refugees have even greater difficulty accessing oral health care when the need for foreign language interpretation presents another barrier to dental treatment.

Second and third grade children eligible for school-based dental services will receive oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth within the school environment. Children through age 19, and adults eligible for community-based dental services will receive oral health basic preventive, diagnostic, and restorative dental services at a community dental provider's office. Anticipated outcomes from this program will include fewer numbers of low-income, uninsured residents with untreated decay and more residents receiving preventive oral health care in New Hampshire.

Should Governor and Executive Council not authorize this Request, children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire may not receive oral health care services.

This contract is awarded as the result of a competitive bid process. On January 3, 2013 and again on February 18, 2013 the Division posted a Request for Proposals on the Department of Health and Human Services' web site for statewide School- and Community-Based oral health services. In addition, oral health stakeholders statewide were notified by e-mail of the Request for Proposals and a bidder's conference was held on January 16, 2013. An agency could apply to deliver community, school-based services, or both.

Sixteen agencies submitted 19 proposals. An evaluation committee of fourteen reviewers, internal and external to the Division of Public Health Services, evaluated the proposals. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services who hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations.

Fifteen agencies were selected for funding. The selection was based on review criteria specified in the Request for Proposals. The criteria evaluated the agency's capacity to carry out a program that provides oral health screening services to children and other vulnerable populations; assurance of ongoing oral health services with dentists in the community; program structure and plan to successfully complete the work; a reasonable and justifiable budget; and the appropriate format requested by the proposal. The proposals were scored and selected by taking an average of all reviewers' scores. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, these competitively procured Agreements have the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to assess oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Preventive Health and Human Services Block Grant and 55.3% General Funds.

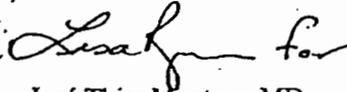
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

May 24, 2013

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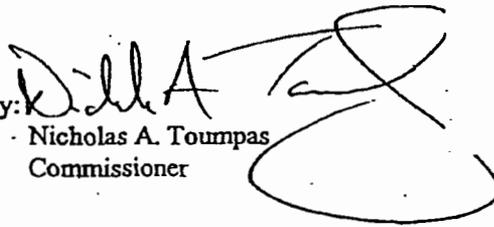
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

Program Name Oral Health Program  
 Contract Purpose Access to prevention and restorative dental treatment  
 RFP Score Summary (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

RFA/RFP CRITERIA	Max Pts	Catholic Medical Ctr-CB	Concord Hsp-CB	Coos Cnty Family Hlth Svcs-NC	Denial Hlth Works	Easter Seals NH CB	Families First of the Grr. Seacoast-CB	Families First of the Greater Seacoast-SB	Goodwin Community Hlth-CB	Goodwin Community Health-SB	GNDC-CB	Hlth First-SB	Lamprey Hth-SB
Age Capacity	30	29	29	30	28	29	29	30	29	26	30	27	27
Program Structure	50	46	46	45	49	49	48	49	46	42	49	43	40
Budget & Justification	15	13	14	12	14	12	14	12	14	12	15	14	11
Format	5	4	4	4	5	5	5	5	5	5	5	4	4
Total	100	92	93	92	95	95	95	95	94	85	99	88	82

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 64,716.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 22,808.00	\$ 22,808.00	\$ 45,616.00	\$ 22,808.00	\$ 22,808.00	\$ 22,808.00	\$ 45,616.00
	\$ 25,088.00	\$ 25,088.00	\$ 50,176.00	\$ 25,088.00	\$ 25,088.00	\$ 25,088.00	\$ 50,176.00
	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00	\$ 47,896.00	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00
	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00
	\$ 26,800.00	\$ 26,800.00	\$ 53,600.00	\$ 26,800.00	\$ 26,800.00	\$ 26,800.00	\$ 53,600.00
	\$ 42,000.00	\$ 42,000.00	\$ 84,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 84,000.00
	\$ 20,309.00	\$ 20,309.00	\$ 40,618.00	\$ 20,309.00	\$ 20,309.00	\$ 20,309.00	\$ 40,618.00
	\$ 25,367.00	\$ 25,367.00	\$ 50,734.00	\$ 25,367.00	\$ 25,367.00	\$ 25,367.00	\$ 50,734.00
	\$ 22,830.00	\$ 22,830.00	\$ 45,660.00	\$ 22,830.00	\$ 22,830.00	\$ 22,830.00	\$ 45,660.00
	\$ 48,197.00	\$ 48,197.00	\$ 96,394.00	\$ 48,197.00	\$ 48,197.00	\$ 48,197.00	\$ 96,394.00

RFP Reviewers	Name	Job Title	Dept. Agency	Qualifications
	Sarah Finne	Dentist Supervisor	Greater Derry Children's Dental Health Network	The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services and hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations. Each reviewer was selected for the specific skill set they possess and their experience delivering oral health services. The purpose of the review team is to compliment and build upon each of these perspectives for a well-balanced, objective review of the oral health proposals.
	Fran McLaughlin	WIC Nutrition Consultant	Division of Public Health Services	
	Shannon Mills	VP for Professional Relations	Northeast Delta Dental	
	Patricia Tilley	Bureau Chief (Acting)	Division of Public Health Services	
	Heather Brown	Network Representative	Northeast Delta Dental	
	Tracey Tarr	Administrator	Bureau of Elderly & Adult Services	
	Deb Nelson	Administrator	Head Start State Collation Office	
	Stacey Plourde	Chair	NH Board of Dental Examiners	
	Gail Brown	Policy Director	NH Oral Health Coalition	
	Alisa Druzba	Administrator	Division of Public Health Services	
	Connie George	Faculty	NHTI	
	Bev McGuire	Former Clinical Quality Mgr	Assurance Manager DPHS	
	Becky Bukowski	Administrator	Division of Public Health Services	
	Jim Williamson	Executive Director	NH Dental Society	

Program Name Oral Health Program  
 Contract Purpose Access to prevention and restorative dental treatment  
 RFP Score Summ (Three RFPs: 1-CB-Community-Based 2-SB-School-Based 3-NC-North Country)

RFA/RFP CRITERIA	Max Pts	Manchester Hlth Dept	Monadnock Hsp-SB	Spears Mem Hsp-SB	Sullivan Cty-SB	Sullivan Cty-CB	SAU 40 Milford SB	Tri-County CAP-SB
Agy Capacity	30	29	29	29	25	20	25	28
Program Structure	50	48	46	47	43	40	37	46
Budget & Justification	15	14	13	13	10	10	13	11
Format	5	5	5	5	4	3	4	4
Total	100	95	92	94	82	72	79	89

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 85,263.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 88,085.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 173,348.00	\$ 36,154.00	\$ 64,000.00	\$ 80,000.00	\$ 100,000.00	\$ 42,000.00	\$ 80,544.00
	\$ 22,808.00	\$ 22,808.00	\$ 24,074.00	\$ 22,808.00	\$ -	\$ -	\$ 22,952.00
	\$ 25,088.00	\$ 25,088.00	\$ 21,667.00	\$ 25,088.00	\$ -	\$ -	\$ 25,248.00
	\$ 47,896.00	\$ 47,896.00	\$ 45,741.00	\$ 47,896.00	\$ -	\$ -	\$ 48,200.00

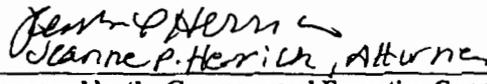
Subject: School-based oral health services will be delivered to underserved students living in Manchester, NH

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Manchester Health Department		<b>1.4 Contractor Address</b> 1528 Elm Street, Manchester, NH 03101	
<b>1.5 Contractor Phone Number</b> (603) 624-6466	<b>1.6 Account Number</b> 05-95-90-902010-4527-102-500731	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$47,896
<b>1.9 Contracting Officer for State Agency</b> Lisa L. Bujno, MSN, APRN Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Theodore Gatsas, Mayor	
<b>1.13 Acknowledgement: State of NH, County of Hillsborough</b> On <u>4/9/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> THOMAS R CLARK, CITY SOLICITOR		NP Commission Expires 10/17/17	
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Lisa L. Bujno, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Attorney On: <u>20 Mar 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> 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.

J. J.  
4/9/13

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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.



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Community Hospital (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 452 Old Street Road, Peterborough, NH 03458

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 10, 2013, Item #48, and subsequently amended on May 6, 2015, Item #16, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$25,088 from \$95,792 to read: \$120,880.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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,

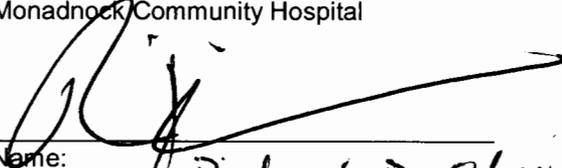
6/19/17  
Date

State of New Hampshire  
Department of Health and Human Services

  
Name: Lisa Morris, MSSW  
Title: Director

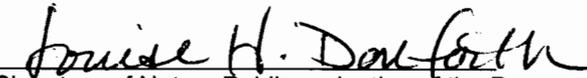
6/14/2017  
Date

Monadnock Community Hospital

  
Name: Richard D. Scherish  
Title: CFO

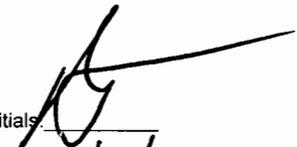
Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 06/14/17, before the undersigned officer, personally appeared the person identified directly 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

Louise H. Danforth  
Name and Title of Notary or Justice of the Peace

My Commission Expires: LOUISE H. DANFORTH, Notary Public  
My Commission Expires February 6, 2018

Contractor Initials:   
Date: 6/14/17

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/27/17

  
Name: Megan Apple  
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:   
Date: 6/14/17



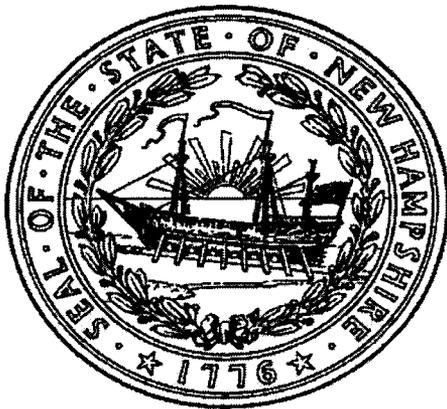
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MONADNOCK COMMUNITY HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1919. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62920



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 June A.D. 2017.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



## **CERTIFICATE OF VOTE** (Corporation with Seal)

I, Norman H. Makechnie, Secretary of The Monadnock Community Hospital Board of Trustees, do hereby certify that:

- (1) I am the duly elected and acting Secretary of the Board of Trustees of The Monadnock Community Hospital, a New Hampshire non-profit corporation (the "Corporation");
- (2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Trustees of the Corporation via electronic vote of the said Board of Trustees on the 14th day of June, 2017, in accordance with New Hampshire law and the Bylaws of the Corporation.

**Whereas**, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 10, 2013, Item #48, and subsequently amended on May 6, 2015, Item #16, The Monadnock Community Hospital agreed to perform services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

**Whereas**, the State of New Hampshire, Department of Health and Human Services and The Monadnock Community Hospital have agreed to make changes to the scope of work, payment schedules and the terms and conditions of the contract; and

**Whereas**, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

**Whereas**, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

**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

extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

1. Amend Form P-37, Block 1.7, to read June 30, 2018
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$25,088 from \$95,792 to read \$120,880.
3. Amend Form P-37, Block 1.9\*, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to: Add Exhibit B-1 Budget SFY 2018.

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below:

Cynthia K. McGuire, FACHE, President & CEO  
Richard D. Scheinblum, CFO  
Jamie Trowbridge, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of The Monadnock Community Hospital Board of Trustees and have affixed its corporate seal this 14<sup>th</sup> day of June, 2017.

Norman Makechnie  
Secretary, Board of Trustees

(Seal)

STATE OF New Hampshire

COUNTY OF Hillsborough

On this the 14<sup>th</sup> day of June, 2017, before me, Jennifer L. Gauthier, the under-signed officer, personally appeared Norman H. Makechnie, who acknowledge himself to be the Secretary, of The Board of Trustees of The Monadnock Community Hospital, a corporation, and that he, as Secretary, of The Board of Trustees of The Monadnock Community Hospital, being authorized to do so, executed the foregoing instrument for the The Monadnock Community Hospital purposes therein contained, by signing the name of the corporation by himself as Secretary, of The Board of Trustees of The Monadnock Community Hospital.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Jennifer L. Gauthier  
Notary Public/Justice of the Peace

My Commission expires: August 14, 2018





## Resolution of the Board of Trustees

**Whereas**, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 10, 2013, Item #48, and subsequently amended on May 6, 2015, Item #16, The Monadnock Community Hospital agreed to perform services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

**Whereas**, the State of New Hampshire, Department of Health and Human Services and The Monadnock Community Hospital have agreed to make changes to the scope of work, payment schedules and the terms and conditions of the contract; and

**Whereas**, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

**Whereas**, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

**Now therefore**, be it resolved that the Board of Trustees of The Monadnock Community Hospital approves in all respects the second amendment to the Statewide Community and School-Based Oral Health Services contract and authorizes Cynthia K. McGuire, President and Chief Executive Officer and/or Richard Scheinblum, Chief Financial Officer, to sign and execute all documents on behalf of The Monadnock Community Hospital related to the second amendment and the application for the above-mentioned funds for school-based oral health services.

**In Witness thereof**, we hereby subscribe our names this 14<sup>th</sup> day of June, 2017.

*Norman Makechnie*

Norman H. Makechnie, Esq., Secretary





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Arthur J Gallagher Risk Management Services		NAMED INSURED Monadnock Community Hospital 452 Old Street Road Peterborough NH 03458	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

\$88,438,000 Blanket Building & Business Personal Property Limit  
 \$10,000 Deductible

\$44,700,000 Business Income Limit  
 24 Hours Waiting Period

Evidence of current liability insurance for the Insured.



**Monadnock**  
COMMUNITY HOSPITAL

## *Our Mission*

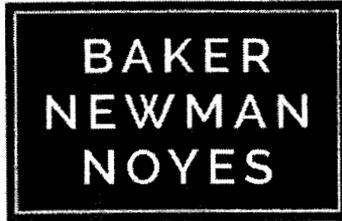
We are committed to improving the health and well-being of our community.

## *Our Vision*

We create exceptional experiences that engage and inspire our community to achieve the highest level of health and well-being.

## *Our Values*

Performance ~ Respect ~ Integrity ~  
Service ~ Compassionate Care ~  
Collaboration ~ Creativity



# **The Monadnock Community Hospital**

Audited Financial Statements

*Years Ended September 30, 2016 and 2015  
With Independent Auditors' Report*

**THE MONADNOCK COMMUNITY HOSPITAL**

**Audited Financial Statements**

**Years Ended September 30, 2016 and 2015**

Table of Contents

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**INDEPENDENT AUDITORS' REPORT**

Board of Trustees  
The Monadnock Community Hospital

We have audited the accompanying financial statements of The Monadnock Community Hospital (the Hospital), which comprise the balance sheets as of September 30, 2016 and 2015, 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. 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 the Hospital as of September 30, 2016 and 2015, 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 LLC*

Manchester, New Hampshire  
January 17, 2017

**THE MONADNOCK COMMUNITY HOSPITAL**

**BALANCE SHEETS**

September 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets:		
Cash and cash equivalents	\$ 13,593,191	\$ 16,440,534
Accounts receivable, net (notes 2 and 4)	8,023,208	6,954,225
Current portion of notes receivable	90,442	95,015
Other receivables (note 10)	898,052	733,628
Current portion of pledges receivable, net (note 5)	269,898	188,190
Inventories	1,162,728	1,199,012
Prepaid expenses	<u>762,457</u>	<u>1,159,462</u>
Total current assets	24,799,976	26,770,066
Assets limited as to use (notes 4, 6, 9 and 16)	48,920,178	41,084,000
Medical office building and related assets, net of accumulated depreciation of \$1,884,258 in 2016 and \$1,787,023 in 2015	1,535,366	1,632,601
Property and equipment, net (notes 7 and 8)	36,201,582	37,395,897
Notes receivable, less current portion	241,842	169,219
Other:		
Pledges receivable, less current portion, net (note 5)	406,424	492,916
Other assets	<u>188,904</u>	<u>184,650</u>
	<u>595,328</u>	<u>677,566</u>
Total assets	<u>\$112,294,272</u>	<u>\$107,729,349</u>

LIABILITIES AND NET ASSETS

	<u>2016</u>	<u>2015</u>
Current liabilities:		
Accounts payable and accrued expenses	\$ 5,568,092	\$ 4,994,602
Accrued payroll and amounts withheld	2,105,797	3,220,007
Estimated third-party payor settlements (note 3)	13,923,357	10,460,379
Current portion of long-term debt and capital lease obligations	<u>777,056</u>	<u>747,774</u>
Total current liabilities	22,374,302	19,422,762
Long-term debt and capital lease obligations, less current portion (note 8)	25,229,647	25,976,704
Interest rate swap agreements (notes 8 and 16)	<u>3,178,663</u>	<u>3,137,544</u>
Total liabilities	50,782,612	48,537,010
Commitments and contingencies (note 12)		
Net assets:		
Unrestricted net assets	49,771,713	48,138,603
Temporarily restricted net assets (note 9)	3,340,531	2,946,661
Permanently restricted net assets (note 9)	<u>8,399,416</u>	<u>8,107,075</u>
Total net assets	61,511,660	59,192,339
	<hr/>	<hr/>
Total liabilities and net assets	<u>\$112,294,272</u>	<u>\$107,729,349</u>

See accompanying notes.

**THE MONADNOCK COMMUNITY HOSPITAL**

STATEMENTS OF OPERATIONS

Years Ended September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts, before disproportionate share funding (notes 3 and 10)	\$75,009,060	\$ 71,607,317
Disproportionate share funding (notes 3 and 10)	<u>2,100,000</u>	<u>612,325</u>
Net patient service revenue, before provision for bad debts	77,109,060	72,219,642
Provision for bad debts (note 10)	<u>(4,469,090)</u>	<u>(4,049,279)</u>
Net patient service revenue, less provision for bad debts	72,639,970	68,170,363
Other revenue (notes 3 and 10)	4,642,711	4,642,036
Net assets released from restrictions for operations (note 9)	<u>107,593</u>	<u>111,825</u>
Total unrestricted revenue and other support	77,390,274	72,924,224
Expenses (note 14):		
Salaries and benefits (note 11)	39,584,571	38,986,551
Supplies and other (note 12)	28,843,689	27,209,341
Insurance (note 12)	564,344	573,336
Depreciation and amortization (note 7)	4,589,694	4,403,230
Interest (note 8)	1,139,533	1,170,891
New Hampshire Medicaid enhancement tax (note 3)	<u>3,367,222</u>	<u>3,356,434</u>
Total expenses	<u>78,089,053</u>	<u>75,699,783</u>
Loss from operations	(698,779)	(2,775,559)
Nonoperating gains (losses):		
Investment income (note 6)	612,301	1,241,629
Unrestricted contributions, net of fundraising expenses (note 14)	(221,917)	(122,213)
Other expense	<u>(4,133)</u>	<u>(13,559)</u>
Nonoperating gains, net	<u>386,251</u>	<u>1,105,857</u>
Deficiency of revenue, support and nonoperating gains over expenses	(312,528)	(1,669,702)
Net unrealized gains on investments (note 6)	1,573,064	542,494
Decrease in fair value of interest rate swap agreements, qualifying as hedges (notes 8 and 16)	(41,119)	(459,953)
Net assets released from restrictions used to purchase property and equipment	<u>413,693</u>	<u>1,761,486</u>
Increase in unrestricted net assets	\$ <u>1,633,110</u>	\$ <u>174,325</u>

See accompanying notes.

**THE MONADNOCK COMMUNITY HOSPITAL**

**STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Unrestricted net assets:		
Deficiency of revenue, support and nonoperating gains over expenses	\$ (312,528)	\$ (1,669,702)
Net unrealized gains on investments (note 6)	1,573,064	542,494
Decrease in fair value of interest rate swap agreements, qualifying as hedges (note 8)	(41,119)	(459,953)
Net assets released from restrictions used to purchase property and equipment	<u>413,693</u>	<u>1,761,486</u>
Increase in unrestricted net assets	1,633,110	174,325
Temporarily restricted net assets:		
Contributions (note 5)	498,812	1,026,702
Net investment income (note 6)	41,816	38,195
Net realized gains on investments (note 6)	35,717	175,777
Net unrealized gains on investments (note 6)	338,811	123,984
Net assets released from restrictions for operations (note 9)	(107,593)	(111,825)
Net assets released from restrictions used to purchase property and equipment	<u>(413,693)</u>	<u>(1,761,486)</u>
Increase (decrease) in temporarily restricted net assets	393,870	(508,653)
Permanently restricted net assets:		
Net change in perpetual trusts (note 6)	<u>292,341</u>	<u>151,841</u>
Increase in permanently restricted net assets	<u>292,341</u>	<u>151,841</u>
Increase (decrease) in net assets	2,319,321	(182,487)
Net assets, beginning of year	<u>59,192,339</u>	<u>59,374,826</u>
Net assets, end of year	<u>\$61,511,660</u>	<u>\$59,192,339</u>

See accompanying notes.

**THE MONADNOCK COMMUNITY HOSPITAL**

**STATEMENTS OF CASH FLOWS**

Years Ended September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 2,319,321	\$ (182,487)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation and amortization	4,589,694	4,403,230
Bond issuance costs amortization	29,998	33,717
Loss on disposal of property and equipment	4,133	20,992
Realized and unrealized gains on investments and perpetual trusts, net	(2,407,857)	(1,807,014)
Interest rate swap agreements	41,119	459,953
Decrease in interest rate swap loan	(48,000)	(48,000)
Provision for bad debts	4,469,090	4,049,279
Restricted contributions and investment income	(540,628)	(1,064,897)
Changes in operating assets and liabilities:		
Accounts receivable	(5,538,073)	(4,489,783)
Inventories	36,284	58,494
Prepaid expenses	397,005	(476,526)
Notes and other receivables	(232,474)	(340,441)
Other assets	(4,254)	(4,395)
Accounts payable and accrued expenses	573,490	428,935
Accrued payroll and amounts withheld	(1,114,210)	(156,602)
Estimated third-party payor settlements	<u>3,462,978</u>	<u>3,497,119</u>
Net cash provided by operating activities	6,037,616	4,381,574
Cash flows from investing activities:		
Purchases of property and equipment	(3,302,277)	(5,020,525)
Proceeds from sale of property and equipment	-	4,996
Proceeds on sale of investments	261,397	1,021,758
Purchases of investments	<u>(5,689,718)</u>	<u>(631,044)</u>
Net cash used by investing activities	(8,730,598)	(4,624,815)
Cash flows from financing activities:		
Principal payments on long-term debt and capital lease obligations	(699,773)	(671,604)
Restricted contributions and investment income	<u>545,412</u>	<u>1,061,632</u>
Net cash (used) provided by financing activities	<u>(154,361)</u>	<u>390,028</u>
Net (decrease) increase in cash and cash equivalents	(2,847,343)	146,787
Cash and cash equivalents at beginning of year	<u>16,440,534</u>	<u>16,293,747</u>
Cash and cash equivalents at end of year	<u>\$13,593,191</u>	<u>\$16,440,534</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	<u>\$ 1,109,535</u>	<u>\$ 1,137,174</u>

See accompanying notes.

# THE MONADNOCK COMMUNITY HOSPITAL

## NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

### 1. **Description of Organization and Summary of Significant Accounting Policies**

#### Organization

The Monadnock Community Hospital (the Hospital) is a not-for-profit, acute care hospital located in Peterborough, New Hampshire.

During fiscal year 2016, the Boards of the Hospital, CMC Healthcare System, Inc. (CMC), and Huggins Hospital (HH) approved an affiliation agreement between the Hospital, CMC, and HH. This affiliation became effective on December 30, 2016 and the new parent company, GraniteOne Health, was formed.

#### Basis of Accounting

The accompanying financial statements have been prepared on an accrual basis of accounting.

#### 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 financial statements. Estimates also affect 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 demand deposit accounts and investments with original maturities of three months or less when purchased, excluding assets limited as to use. 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.

#### 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 Hospital 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 Hospital analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, 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 Hospital records a 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 (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 MONADNOCK COMMUNITY HOSPITAL

## NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

#### Inventories

Inventories of supplies and pharmaceuticals are carried at the lower of cost or net realizable value. Costs are determined on the first-in, first-out (FIFO) basis.

#### Assets Limited as to Use

Assets limited as to use include assets held by trustees under indenture agreements, 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.

#### Investments

Investments are carried at fair value in the accompanying balance sheets. The Hospital has recorded net unrealized gains/losses on investments in the accompanying statements of operations and changes in net assets as a component of the change in net assets, but not as a component of the deficiency of revenue, support and nonoperating gains over expenses. Declines in fair value below the cost of investments are evaluated to determine if they are other-than-temporary. If such declines are determined to be other-than-temporary, an impairment charge is recognized within nonoperating losses. Realized gains and losses are determined on the specific identification method, however, mutual fund realized gains and losses are determined on the average cost method.

#### Investment Policies

The Hospital'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.

Specific purpose 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 to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The Hospital targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

# THE MONADNOCK COMMUNITY HOSPITAL

## NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

#### Property and Equipment

Property and equipment is stated at cost or, if donated, at fair value at the date of donation, less accumulated depreciation. The Hospital's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the life of the related assets. When assets are retired or disposed of, the assets and related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is reflected in the accompanying statements of operations.

Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the assets over their estimated useful lives. Costs of construction and acquisition of assets not yet placed in service are included in capital improvements and no depreciation expense is recorded.

#### Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs are being amortized to interest expense using an accelerated amortization method, which approximates the effective interest method, over the life of the respective bonds. Bond premiums and discounts are amortized over the term of the bond using primarily the straight-line method which is not materially different than the level yield method. The original issue discount or premium and bond issuance costs are presented as a component of long-term debt.

#### Earned Time

The Hospital provides and accrues for paid time off for vacation, holiday and sick leave under an earned time system for nonexempt employees. Hours earned, but not used, are capped and vested with the employee.

#### Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Hospital has been limited by donors to a specified time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by the Hospital in perpetuity. Investment income, as well as realized and unrealized gains from permanently restricted net assets, is available for various uses as prescribed by the donors.

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the Hospital 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.

# THE MONADNOCK COMMUNITY HOSPITAL

## NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

#### Spending Policy for Appropriation of Assets for Expenditure

Spending policies may be adopted by the Hospital, 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 Hospital evaluates its spending policies on an annual basis.

#### Donor-Restricted Contributions

Donated investments, supplies and equipment are reported at fair value at the date of receipt. Unconditional promises to give cash and other assets are reported at fair value at the date of the receipt of the promise. All gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of 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 accompanying statements of operations and changes in net assets 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.

#### Deficiency of Revenue, Support and Nonoperating Gains Over Expenses

The accompanying statements of operations include deficiency of revenue, support and nonoperating gains over expenses. Changes in unrestricted net assets which are excluded from deficiency of revenue, support and nonoperating gains over expenses, consistent with industry practice, include net assets released from restrictions used for the purposes of acquiring long-lived assets, net unrealized gains/losses on investments and the changes in the fair value of interest rate swap agreements deemed to be effective hedges.

#### Net Patient Service Revenue

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 accompanying financial statements in the year in which they occur. During 2016 and 2015, net patient service revenue in the accompanying statements of operations increased (decreased) approximately \$96,000 and \$(776,000), respectively, due to changes in prior year estimates. Services rendered to individuals from whom payment is expected and ultimately not received is written off and included as part of the provision for bad debts.

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 bad debts related to uninsured patients in the period the services are provided.

# THE MONADNOCK COMMUNITY HOSPITAL

## NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Activities directly associated with services related to acute and ancillary care services are considered to be operating activities and are included as patient service revenue. Revenue which is not related to patient medical care and which is normal to the day-to-day operations of the Hospital is included in other revenue.

#### Financial Assistance Program

The Hospital accepts all patients regardless of their ability to pay. A patient is classified as a financial assistance patient by reference to certain established policies of the Hospital. Essentially, these policies define the financial assistance program as those services for which no payment is anticipated. In assessing a patient's inability to pay, the Hospital utilizes federally established poverty guidelines. The financial assistance program is measured based on the Hospital's established rates. These charges are not included in net patient service revenue. The costs and expenses incurred in providing these services are included in operating expenses. The cost is estimated by utilizing a ratio of cost to gross charges applied to the gross uncompensated charges associated with providing charity care. See note 15.

#### Self-Insurance Programs

The Hospital self-insures its employee health and dental benefits and has estimated and accrued amounts to meet its expected obligations under the program. 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 Hospital recognizes revenue for services provided to employees of the Hospital during the year. Stop loss insurance coverage is in effect which mitigates the Hospital's exposure to loss on an individual and aggregate basis. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2016 and 2015, have been recorded as a liability of approximately \$450,000 and \$550,000, respectively, within accrued payroll and amounts withheld in the accompanying balance sheets.

#### Income Taxes

The Hospital is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the Hospital's tax positions and concluded the Hospital 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 financial statements.

#### Advertising Costs

The Hospital expenses advertising costs as incurred, and such costs totaled approximately \$72,000 and \$76,000 for the years ended September 30, 2016 and 2015, respectively.

# THE MONADNOCK COMMUNITY HOSPITAL

## NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

### 1. Description of Organization and Summary of Significant Accounting Policies (Continued)

#### Derivatives and Hedging Activities

The interest rate swap agreements held by the Hospital meet the definition of derivative instruments and, consequently, the Hospital is required to record as an asset or liability the fair value of the interest rate swap agreements described in Note 8. The Hospital is exposed to repayment loss equal to any net amounts receivable under the swap agreements (not the notional amounts) in the event of nonperformance of the other parties to the swap agreements. However, the Hospital does not anticipate nonperformance and does not obtain collateral from the other parties.

#### Reclassifications

Certain 2015 amounts have been reclassified to permit comparison with the 2016 financial statements presentation format.

#### Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Hospital expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the Hospital on October 1, 2018. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The Hospital is evaluating the impact that ASU 2014-09 will have on its financial statements and related disclosures.

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for the Hospital's fiscal year ending September 30, 2017 with early adoption permitted. The Hospital has elected to implement ASU 2015-03 in its 2016 financial statements which is allowed under the pronouncement (with retroactive application to 2015). The adoption of this pronouncement did not materially affect the financial statements. See Note 8.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Hospital on October 1, 2019, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Hospital is currently evaluating the impact of the pending adoption of ASU 2016-02 on the Hospital's financial statements.

**THE MONADNOCK COMMUNITY HOSPITAL**

NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

**1. Description of Organization and Summary of Significant Accounting Policies (Continued)**

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities (Topic 958)* (ASU 2016-14). Under ASU 2016-14, the existing three-category classification of net assets (i.e., unrestricted, temporarily restricted and permanently restricted) will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions". ASU 2016-14 also enhances certain disclosures regarding board designations, donor restrictions and qualitative information regarding management of liquid resources. In addition to reporting expenses by functional classifications, ASU 2016-14 will also require the financial statements to provide information about expenses by their nature, along with enhanced disclosures about the methods used to allocate costs among program and support functions. ASU 2016-14 is effective for the Hospital's fiscal year ending September 30, 2019, with early adoption permitted. The Hospital is currently evaluating the impact of the pending adoption of ASU 2016-14 on the Hospital's financial statements.

Subsequent Events

Management has evaluated subsequent events occurring between the end of its fiscal year and January 17, 2017, the date the financial statements were available to be issued.

**2. Accounts Receivable**

Accounts receivable are stated net of estimated contractual allowances and allowances for doubtful accounts. Accounts receivable consists of the following at September 30:

	<u>2016</u>	<u>2015</u>
Gross accounts receivable	\$22,012,183	\$19,307,196
Estimated contractual allowances	(8,160,753)	(7,002,124)
Estimated allowance for doubtful accounts	<u>(5,828,222)</u>	<u>(5,350,847)</u>
Accounts receivable, net	<u>\$ 8,023,208</u>	<u>\$ 6,954,225</u>

The Hospital's allowance for doubtful accounts for collection trends decreased from 91% of self-pay accounts receivable at September 30, 2015 to 89% of self-pay accounts receivable at September 30, 2016. The Hospital's collection trends debt writeoffs increased \$440,883 from \$3,537,376 in 2015 to \$3,978,259 in 2016. The increase in bad debt writeoffs was primarily a result of collection trends.

# THE MONADNOCK COMMUNITY HOSPITAL

## NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

### 3. Estimated Third-Party Settlements

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 was granted critical access hospital (CAH) designation on December 27, 2004. As a result of this designation, the Hospital is entitled to cost-based reimbursement from Medicare for services provided to Medicare beneficiaries. Inpatient acute care services rendered to Medicare program beneficiaries are paid under a cost reimbursement methodology. Outpatient services are paid based on a combination of rate schedules and reimbursed cost. The Hospital is reimbursed for cost reimbursable items at an interim rate with final settlement determined 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 settled through September 30, 2010. However, during fiscal year 2016, the Centers for Medicare and Medicaid Services (CMS) re-opened the 2010 cost report in anticipation of whether the New Hampshire Medicaid Enhancement Tax (MET) will be allowed as a reimbursable expense.

#### Medicaid

Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed under a cost reimbursement methodology subject to certain limitations. The Hospital is reimbursed at an interim rate with final settlement determined after submission of annual costs reported by the Hospital and audits thereof by the State of New Hampshire Division of Audit. The Hospital's Medicaid cost reports have been final settled through September 30, 2010.

#### Anthem

Inpatient and outpatient services rendered to Anthem subscribers are reimbursed at submitted charges less a discount withholding or through a per diem or fee schedule. The amounts paid to the Hospital are not subject to any retroactive adjustments.

#### Other

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 per discharge, per diems and discounts from established charges.

The Hospital has made a provision in the financial statements for estimated final settlements to be paid as a result of the retroactive provision for third-party reimbursement programs. Actual results could differ from those estimates.

#### Medicaid Enhancement Tax and Medicaid Disproportionate Share

Under the State of New Hampshire's tax code, the State imposes a MET equal to 5.45% of net patient service revenues in State fiscal year 2016 and 5.5% of the Hospital's net patient service revenues in State fiscal year 2015, with certain exclusions. The amount of tax incurred by the Hospital for fiscal 2016 and 2015 was \$3,367,222 and \$3,356,434, respectively. The Hospital has accrued \$841,806 in MET at September 30, 2016 and 2015 within accounts payable and accrued expenses in the accompanying balance sheets.

THE MONADNOCK COMMUNITY HOSPITAL

NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

3. **Estimated Third-Party Settlements (Continued)**

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 2016 and 2015, the Hospital recognized disproportionate share revenues (net of related reserves) totaling \$2,100,000 and \$612,325, respectively. Currently, the State of New Hampshire makes disproportionate share hospital payments to support up to 75% of the actual uncompensated care costs for New Hampshire's hospitals with critical access designation.

CMS has completed audits of the State's program and the DSH payments made by the State in 2011 and 2012, the first years 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. The Hospital has recorded reserves to address its potential exposure based on the audit results to date.

4. **Concentration of Credit Risk**

Financial instruments which subject the Hospital to credit risk consist of cash and 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. There were no investments that exceeded 10% of total investments as of September 30, 2016 or 2015.

The Hospital grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. 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 mix of gross patient accounts receivable at September 30, 2016 and 2015 was as follows:

	<u>2016</u>	<u>2015</u>
Medicare	34%	31%
Medicaid	7	9
Anthem	8	7
Other third-party payors	25	25
Patients	<u>26</u>	<u>28</u>
	<u>100%</u>	<u>100%</u>

**THE MONADNOCK COMMUNITY HOSPITAL**

NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

**5. Pledges Receivable**

Pledges receivable consist of unconditional promises for contributions receivable in subsequent years. The following represents amounts promised to be contributed to the Hospital during the years ended September 30:

	<u>2016</u>	<u>2015</u>
In one year or less	\$ 486,949	\$ 420,947
Between one and five years	632,540	605,859
After five years	<u>25,000</u>	<u>125,000</u>
	1,144,489	1,151,806
 Present value discount	 (112,479)	 (120,588)
Allowance for uncollectible pledges (\$217,051 and \$232,757 of which is allocated to the current portion of pledges receivable at September 30, 2016 and 2015, respectively)	 <u>(355,688)</u>	 <u>(350,112)</u>
	 <u>\$ 676,322</u>	 <u>\$ 681,106</u>

**6. Assets Limited as to Use and Restricted Funds**

The composition of assets limited as to use at September 30, 2016 and 2015 is set forth in the following table. Investments are stated at fair value.

	<u>2016</u>	<u>2015</u>
Board designated, donor restricted and long-term investments:		
Cash and cash equivalents	\$ 4,408,087	\$ 1,645,920
Marketable equity securities	28,510,691	25,129,659
Mutual funds	593,067	589,028
U.S. Treasury obligations	11,228,359	9,831,760
Interests in perpetual trusts	<u>4,179,974</u>	<u>3,887,633</u>
	 <u>\$48,920,178</u>	 <u>\$41,084,000</u>

As a result of bequests, the Hospital is the beneficiary of two trust funds, one of which is administered by an outside trustee and the other administered by the Hospital. The terms of the perpetual trusts require that income or a percentage of income be paid to the Hospital in perpetuity; however, distribution of principal is not permitted under the terms of the trusts. The amounts recorded in the accompanying balance sheets represent the fair values of the assets upon notification of the trusts' existence, which are adjusted annually to reflect the appreciation or depreciation in the fair value of the assets. Offsetting amounts are included in permanently restricted net assets. Income distributed to the Hospital from these trusts is included in the accompanying statements of operations as investment income.

**THE MONADNOCK COMMUNITY HOSPITAL**

**NOTES TO FINANCIAL STATEMENTS**

September 30, 2016 and 2015

**6. Assets Limited as to Use and Restricted Funds (Continued)**

Investment income and realized and unrealized gains on investments are summarized as follows:

	<u>2016</u>	<u>2015</u>
Unrestricted:		
Investment income	\$ 444,377	\$ 428,711
Net realized gains on investments	167,924	812,918
Net unrealized gains on investments	<u>1,573,064</u>	<u>542,494</u>
	2,185,365	1,784,123
Restricted:		
Investment income	41,816	38,195
Net realized gains on investments	35,717	175,777
Net unrealized gains on investments	338,811	123,984
Net change in perpetual trusts	<u>292,341</u>	<u>151,841</u>
	<u>708,685</u>	<u>489,797</u>
	<u>\$2,894,050</u>	<u>\$2,273,920</u>

The following table summarizes the aggregate unrealized losses on investments held at September 30, 2016 and 2015:

	<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>2016</u>						
Marketable equity securities	\$1,012,810	\$(108,928)	\$404,100	\$(131,746)	\$1,416,910	\$(240,674)
Mutual funds	-	-	35,005	(2,214)	35,005	(2,214)
Fixed income	<u>2,746,378</u>	<u>(6,503)</u>	<u>175,007</u>	<u>(309)</u>	<u>2,921,385</u>	<u>(6,812)</u>
	<u>\$3,759,188</u>	<u>\$(115,431)</u>	<u>\$614,112</u>	<u>\$(134,269)</u>	<u>\$4,373,300</u>	<u>\$(249,700)</u>
<u>2015</u>						
Marketable equity securities	\$ 987,920	\$(28,918)	\$ -	\$ -	\$ 987,920	\$(28,918)
Mutual funds	155,452	(5,609)	17,004	(1,777)	172,456	(7,386)
Fixed income	<u>1,217,959</u>	<u>(3,290)</u>	<u>290,602</u>	<u>(2,006)</u>	<u>1,508,561</u>	<u>(5,296)</u>
	<u>\$2,361,331</u>	<u>\$(37,817)</u>	<u>\$307,606</u>	<u>\$(3,783)</u>	<u>\$2,668,937</u>	<u>\$(41,600)</u>

THE MONADNOCK COMMUNITY HOSPITAL

NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

6. **Assets Limited as to Use and Restricted Funds (Continued)**

Unrealized losses within marketable equity securities of \$240,674 at September 30, 2016, due mainly to market fluctuations, consists of four securities, of which one had unrealized losses for more than twelve months. Unrealized losses within mutual funds of \$2,214 at September 30, 2016, due mainly to market fluctuations, consists of two funds, both of which had unrealized losses for more than twelve months. Other unrealized losses in the Hospital's fixed income portfolio of \$6,812 at September 30, 2016 consists of seven funds, of which two had unrealized losses for more than twelve months, and are attributed to market fluctuations and the impact movements in market interest rates have had in comparison to the underlying yields on these securities.

Management of the Hospital, in addition to considering current trends and economic conditions that may affect the quality of individual securities within the Hospital's investment portfolio, also considers the Hospital's ability and intent to hold such securities to maturity or recovery. Management does not believe any of the Hospital's securities with unrealized losses as described above are other than temporarily impaired at September 30, 2016 and 2015.

7. **Property and Equipment**

Property and equipment consists of the following at September 30:

	<u>2016</u>	<u>2015</u>
Land and land improvements	\$ 4,686,848	\$ 4,686,848
Building and building improvements	28,242,378	28,375,373
Equipment, including capital leases	51,443,400	48,275,650
Capital improvements in progress	<u>1,239,657</u>	<u>2,443,018</u>
	85,612,283	83,780,889
Less accumulated depreciation and amortization	<u>(49,410,701)</u>	<u>(46,384,992)</u>
	<u>\$ 36,201,582</u>	<u>\$ 37,395,897</u>

The cost of assets recorded under capital leases totaled \$1,255,057 at September 30, 2016 and 2015. The cost of these assets has been included with property and equipment, and accumulated amortization included with accumulated depreciation. Accumulated amortization associated with assets recorded under capital leases was \$872,457 and \$709,333 at September 30, 2016 and 2015, respectively.

**THE MONADNOCK COMMUNITY HOSPITAL**

NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

**8. Long-Term Debt and Capital Lease Obligations**

Long-term debt consists of the following at September 30:

	<u>2016</u>	<u>2015</u>
New Hampshire Business Finance Authority (NHBFA) in conjunction with Revenue Bonds Series 2013 with variable rate interest, as described below	\$25,470,852	\$25,971,797
Interest rate swap loan (see below)	188,000	236,000
Capital lease obligations with interest rates of 3.25%, due in monthly installments ranging from \$5,773 to \$12,290, maturity dates ranging from September 2017 to May 2019, collateralized by equipment (note 7)	<u>444,304</u>	<u>643,132</u>
	26,103,156	26,850,929
Less unamortized bond issuance costs	(96,453)	(126,451)
Less current portion	<u>(777,056)</u>	<u>(747,774)</u>
	<u>\$25,229,647</u>	<u>\$25,976,704</u>

On January 1, 2013, the Hospital refinanced its existing 2007 Series Bonds outstanding in the amount of \$17,810,000 and its 2009 Series Bonds outstanding in the amount of \$9,424,908 through the issuance of \$27,240,000 in 2013 Series Bonds with NHBFA. The initial interest rate on the bonds through January 1, 2023 is a variable rate equal to 75% of the one-month LIBOR plus 1.3125%. The interest rate at September 30, 2016 was 1.70%. The final maturity of the bonds is January 1, 2043. On January 1, 2023, the bonds must be remarketed upon a stipulated mandatory redemption. The Hospital is also required to comply with certain financial and other covenants and has granted as security all gross receipts, together with all real and personal property, as defined. The Series 2013 Revenue Bonds require payments ranging from \$408,605 to \$1,589,792 per year.

Concurrent with the 2009 NHBFA bond issuance, the Hospital executed an interest rate swap agreement to hedge its exposure to the volatility of interest payments on its variable rate Series 2009 Revenue Bonds. During 2013, the Series 2009 Revenue Bonds were refinanced through the issuance of Series 2013 Revenue Bonds, as previously discussed. All existing terms of the swap remained in effect. At September 30, 2016, an interest rate swap agreement was outstanding at a notional amount totaling approximately \$8.7 million. The swap agreement hedges the Hospital's interest exposure by effectively converting interest payments from variable rates to a fixed rate of 2.9%. The swap agreement, which expires in October 2019, is designated as a cash flow hedge of the underlying variable rate interest payments, and changes in the fair value of the swap agreement are reported as a change in unrestricted net assets. The swap agreement had a fair value of \$(590,237) and \$(743,542) as of September 30, 2016 and 2015, respectively.

# THE MONADNOCK COMMUNITY HOSPITAL

## NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

### 8. Long-Term Debt and Capital Lease Obligations (Continued)

Concurrent with the 2007 NHBFA bond issuance, the Hospital executed an interest rate swap agreement to hedge its exposure to the volatility of interest payments on a portion of its variable rate Series 2007 Revenue Bonds. During 2013, the Series 2007 Revenue Bonds were refinanced through the issuance of Series 2013 Revenue Bonds, as previously discussed. All existing terms of the swap remained in effect. At September 30, 2016, an interest rate swap agreement was outstanding at a notional amount totaling approximately \$9.7 million. The swap agreement hedges the Hospital's interest exposure by effectively converting interest payments from variable rates to a fixed rate of 3.57%. The swap agreement, which expires in October 2033, is designated as a cash flow hedge of the underlying variable rate interest payments, and changes in the fair value of the swap agreement are reported as a change in unrestricted net assets. The swap agreement had a fair value of \$(2,276,434) and \$(2,056,993) as of September 30, 2016 and 2015, respectively.

The Hospital had a third interest rate swap agreement with a financial institution, which was originally issued in connection with the 2004 New Hampshire Health and Education Facilities Authority (NHHEFA) bonds, which were refunded during 2008. During 2010, the Hospital replaced this 2004 swap agreement with a new 2010 swap agreement that effectively hedged a portion of the 2007 NHBFA bonds. This newly issued swap agreement contains an additional interest rate spread, which in turn provides that the issuing bank make a cash payment to fund the payoff of the 2004 swap agreement on behalf of the Hospital. Accordingly, the Hospital recognized an interest rate swap loan liability of \$480,000 during 2010, which represents the fair value of the 2004 swap at the time it was replaced. This loan is being amortized by the Hospital over the life of the new swap agreement. At September 30, 2016, an interest rate swap agreement was outstanding relating to the 2010 swap at a notional amount totaling approximately \$6.4 million. The 2010 swap agreement hedges the Hospital's interest exposure by effectively converting interest payments from variable rates to a fixed rate of 2.76%. The swap agreement, which expires September 2020, is designated as a cash flow hedge of the underlying variable rate interest payments, and changes in the fair value of the swap agreement are reported as a change in unrestricted net assets. The swap agreement had a fair value of \$(311,992) and \$(337,009) as of September 30, 2016 and 2015, respectively.

During the year, the Hospital pays or receives the difference between the fixed and variable rates applied to the notional amounts of the above interest rate swap agreements. During 2016 and 2015, such charges were \$661,534 and \$723,812, respectively.

In connection with the 2013 NHBFA bonds, the Hospital is required to comply with certain restrictive financial covenants including, but not limited to, debt service coverage and debt to equity ratios. At September 30, 2016, the Hospital was in compliance with these restrictive covenants.

**THE MONADNOCK COMMUNITY HOSPITAL**

NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

**8. Long-Term Debt and Capital Lease Obligations (Continued)**

The scheduled gross principal payments on long-term debt for the next five years are as follows:

	<u>Long-Term Debt</u>	<u>Capital Lease Obligations</u>	<u>Total</u>
2017 (included in current liabilities)	\$ 571,699	\$ 205,357	\$ 777,056
2018	595,484	141,814	737,298
2019	620,351	97,133	717,484
2020	642,346	—	642,346
2021	625,522	—	625,522
Thereafter	<u>22,603,450</u>	<u>—</u>	<u>22,603,450</u>
	<u>\$25,658,852</u>	<u>\$444,304</u>	<u>\$ 26,103,156</u>

The Hospital also has an available \$3,000,000 revolving demand line of credit with a financial institution. The line of credit bears no interest unless drawn at the Hospital's option in which case the rate is equal to the prime rate or 1, 2 or 3 month LIBOR plus 2.5% (3.5% at September 30, 2016). There was no balance outstanding under this agreement at September 30, 2016 or 2015. The line of credit is subject to renewal on March 31, 2017.

**9. Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes or periods at September 30:

	<u>2016</u>	<u>2015</u>
Health care services:		
Purchase of equipment	\$ 27,240	\$ 43,107
Health education	368,852	328,859
Pledges receivable	676,322	681,106
Capital appreciation on endowment funds:		
Accumulated realized gains	561,853	526,136
Unrealized gains	<u>1,706,264</u>	<u>1,367,453</u>
	<u>\$3,340,531</u>	<u>\$2,946,661</u>

Permanently restricted net assets of \$8,399,416 and \$8,107,075 at September 30, 2016 and 2015, respectively, are to be held in perpetuity and include two perpetual trusts (Note 6). The income and dividends on permanently restricted net assets are generally expendable to support health care services and capital purchases at the discretion of the Hospital and are principally recorded as net assets released from restrictions for the purchase of property and equipment.

**THE MONADNOCK COMMUNITY HOSPITAL**

NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

**9. Temporarily and Permanently Restricted Net Assets (Continued)**

Activity in fiscal 2016 and 2015 related to endowment funds was as follows:

	<u>Temporarily Restricted Net Assets</u>	<u>Permanently Restricted Net Assets</u>
<u>2016</u>		
Balances, beginning of year	\$ 1,893,589	\$ 4,220,482
Interest and dividends	71,404	-
Realized and unrealized gains on investments	374,528	-
Appropriation for expenditure	<u>(71,404)</u>	<u>-</u>
Balances, end of year	<u>\$ 2,268,117</u>	<u>\$ 4,220,482</u>
<u>2015</u>		
Balances, beginning of year	\$ 1,593,828	\$ 4,220,482
Interest and dividends	68,931	-
Realized and unrealized gains on investments	299,761	-
Appropriation for expenditure	<u>(68,931)</u>	<u>-</u>
Balances, end of year	<u>\$ 1,893,589</u>	<u>\$ 4,220,482</u>

**10. Net Patient Service Revenue**

Net patient service revenue, before provision for bad debts, consists of the following for the years ended September 30:

	<u>2016</u>	<u>2015</u>
Gross patient service charges:		
Routine services	\$ 19,371,606	\$ 17,948,753
Ancillary services	<u>122,761,134</u>	<u>117,961,426</u>
	142,132,740	135,910,179
Deductions from revenue:		
Contractual adjustments and administrative write offs	(65,441,508)	(62,016,742)
Financial assistance program	(1,682,172)	(2,286,120)
Disproportionate share funding (note 3)	<u>2,100,000</u>	<u>612,325</u>
	<u>(65,023,680)</u>	<u>(63,690,537)</u>
Net patient service revenue, before provision for bad debts	<u>\$ 77,109,060</u>	<u>\$ 72,219,642</u>

**THE MONADNOCK COMMUNITY HOSPITAL**

**NOTES TO FINANCIAL STATEMENTS**

September 30, 2016 and 2015

**10. Net Patient Service Revenue (Continued)**

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for bad debts recognized in 2016 and 2015 from these major payor sources, is as follows:

	Gross Patient Service Revenue	Contractual Allowances and Discounts	Provision for Bad Debts	Net Patient Service Revenue Less Provision for Bad Debts
<b><u>2016</u></b>				
Private payors (includes coinsurance and deductibles)	\$ 60,500,760	\$(21,244,960)	\$(3,388,462)	\$35,867,338
Medicaid	12,105,551	(8,408,116)	(68,649)	3,628,786
Medicare	64,162,856	(32,841,300)	(207,022)	31,114,534
Self-pay	<u>5,363,573</u>	<u>(2,529,304)</u>	<u>(804,957)</u>	<u>2,029,312</u>
	<u>\$142,132,740</u>	<u>\$(65,023,680)</u>	<u>\$(4,469,090)</u>	<u>\$72,639,970</u>
<b><u>2015</u></b>				
Private payors (includes coinsurance and deductibles)	\$ 55,685,955	\$(19,192,036)	\$(3,143,438)	\$33,350,481
Medicaid	13,208,976	(9,192,886)	(73,286)	3,942,804
Medicare	60,585,977	(31,746,692)	(102,763)	28,736,522
Self-pay	<u>6,429,271</u>	<u>(3,558,923)</u>	<u>(729,792)</u>	<u>2,140,556</u>
	<u>\$135,910,179</u>	<u>\$(63,690,537)</u>	<u>\$(4,049,279)</u>	<u>\$68,170,363</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Hospital believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, 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.

**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. During 2016 and 2015, the Hospital filed its meaningful use attestations with CMS. Revenue totaling approximately \$148,000 and \$453,000 associated with these meaningful use attestations was recorded as other revenue for the years ended September 30, 2016 and 2015, respectively. In addition, a receivable in the amount of approximately \$39,000 and \$51,000 was recorded within other receivables at September 30, 2016 and 2015, respectively.

# THE MONADNOCK COMMUNITY HOSPITAL

## NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

### 11. Employee Benefit Plans

The Hospital has a tax-sheltered annuity plan covering substantially all of its employees. Participating employees become eligible for employer contributions following the completion of two years of service, as defined, and attainment of age 21. Employer contributions are determined based on a percentage of employees' salaries. Benefit expense related to this plan for the years ended September 30, 2016 and 2015 amounted to approximately \$446,000 and \$351,000, respectively.

The Hospital also offers to certain physicians the option to participate in an Internal Revenue Code Section 457 deferred compensation plan to which the Hospital may make a discretionary contribution. The Hospital made no contributions to the Plan for the years ended September 30, 2016 and 2015.

### 12. Commitments and Contingencies

#### Operating Leases

The Hospital has various operating leases relative to certain equipment and various office facilities. Future annual minimum lease payments under these noncancellable leases as of September 30, 2016 are as follows:

Year ending September 30:

2017	\$444,970
2018	425,550
2019	288,760
2020	90,414
2021	27,000

Rent expense was approximately \$477,000 and \$481,000 for the years ended September 30, 2016 and 2015, respectively.

#### Malpractice Loss Contingencies

The Hospital maintains malpractice insurance coverage on a claims-made basis. The claims-made policies, which are subject to retrospective adjustment and renewal on an annual basis, cover only claims made during the term of the policies, but not those occurrences for which claims may be made after expiration of the policies. The Hospital intends to renew its coverage and has no reason to believe that it will be prevented from renewing such coverage.

In accordance with ASU No. 2010-24, "Health Care Entities" (Topic 954): *Presentation of Insurance Claims and Related Recoveries*, the Hospital is required to record a liability related to estimated professional liability losses and also a receivable related to estimated recoveries under insurance coverage for recoveries of potential losses. At September 30, 2016 and 2015, management of the Hospital estimated that the Hospital did not have any significant exposure arising from estimated professional liability losses or significant estimated recoveries under insurance coverage for recoveries of potential losses.

**THE MONADNOCK COMMUNITY HOSPITAL**

NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

**13. Volunteer Services (Unaudited)**

In 2016 and 2015, total volunteer service hours received by the Hospital were approximately 13,600 and 14,700, respectively. The volunteers provide nonspecialized services to the Hospital, none of which have been recognized as revenue or expense in the statements of operations.

**14. Functional Expenses**

The Hospital provides general health care services to residents within its geographic location. Expenses, excluding the New Hampshire Medicaid enhancement tax, related to providing these services are as follows for the years ended September 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Health care services	\$65,674,616	\$63,739,657
General and administrative, including interest	<u>9,047,215</u>	<u>8,603,692</u>
	<u>\$74,721,831</u>	<u>\$72,343,349</u>

Fundraising related expenses were approximately \$435,000 and \$388,000 for the years ended September 30, 2016 and 2015, respectively.

**15. Financial Assistance Program and Community Benefits (Unaudited)**

The Hospital maintains records to identify and monitor the level of financial assistance it provides. These records include the amount of charges foregone for services and supplies furnished under its financial assistance program, the estimated cost of those services and supplies, and equivalent service statistics. The following information measures the level of financial assistance provided during the years ended September 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Charges foregone, based on established rates (note 1)	<u>\$1,682,000</u>	<u>\$2,286,000</u>
Estimated costs incurred to provide financial assistance	<u>\$ 903,000</u>	<u>\$1,238,000</u>
Equivalent percentage of financial assistance services to all services	<u>1.18%</u>	<u>1.68%</u>

In addition to the financial assistance identified above, the Hospital does not receive full payment from the Medicare and Medicaid programs for the cost of services to certain poor and elderly patients served. In 2016 and 2015, the Hospital incurred costs in excess of payments in these programs amounting to approximately \$5,686,000 and \$3,936,000, respectively.

The Hospital also provides other services to the community at no cost or reduced cost, such as screenings, clinics, etc. The cost of providing these services was approximately \$2,914,000 and \$1,895,000 for the years ended September 30, 2016 and 2015, respectively.

The Hospital also has direct subsidies of approximately \$3,300,000 and \$2,581,000 for primary care and various specialty practices for the years ended September 30, 2016 and 2015, respectively.

# THE MONADNOCK COMMUNITY HOSPITAL

## NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

### **16. Fair Value of Financial Instruments**

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 Hospital uses various methods including market, income and cost approaches. Based on these approaches, the Hospital 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 Hospital 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 Hospital 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:

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 Hospital performs a detailed analysis of the assets and liabilities that are subject to fair value measurements. 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.

For the fiscal year ended September 30, 2016, the application of valuation techniques applied to similar assets and liabilities has been consistent with prior years.

**THE MONADNOCK COMMUNITY HOSPITAL**

**NOTES TO FINANCIAL STATEMENTS**

September 30, 2016 and 2015

**16. Fair Value of Financial Instruments (Continued)**

The following presents the balances of assets and liabilities measured at fair value on a recurring basis at September 30:

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b><u>2016</u></b>				
Assets:				
Assets limited as to use:				
Cash and cash equivalents	\$ 4,408,087	\$ 385,104	\$ 4,022,983	\$ -
U.S. Treasury obligations	11,228,359	11,228,359	-	-
U.S. common stock:				
Technology	6,298,836	6,298,836	-	-
Healthcare	3,971,254	3,971,254	-	-
Consumer goods	9,581,605	9,581,605	-	-
Basic materials	1,510,500	1,510,500	-	-
Industrial goods	1,784,836	1,784,836	-	-
Services	5,363,660	5,363,660	-	-
Mutual funds:				
Domestic	324,606	324,606	-	-
International	41,625	41,625	-	-
Fixed income	226,836	226,836	-	-
Investments in perpetual trusts	<u>4,179,974</u>	<u>-</u>	<u>4,179,974</u>	<u>-</u>
	<u>\$48,920,178</u>	<u>\$40,717,221</u>	<u>\$8,202,957</u>	<u>\$-</u>
Liabilities:				
Interest rate swap agreements	<u>\$ 3,178,663</u>	<u>\$-</u>	<u>\$-</u>	<u>\$3,178,663</u>
<b><u>2015</u></b>				
Assets:				
Assets limited as to use:				
Cash and cash equivalents	\$ 1,645,920	\$ 358,976	\$ 1,286,944	\$ -
U.S. Treasury obligations	9,831,760	9,831,760	-	-
U.S. common stock:				
Technology	3,778,530	3,778,530	-	-
Healthcare	3,932,419	3,932,419	-	-
Consumer goods	8,201,885	8,201,885	-	-
Basic materials	1,744,990	1,744,990	-	-
Industrial goods	2,369,316	2,369,316	-	-
Services	5,102,519	5,102,519	-	-
Mutual funds:				
Domestic	328,182	328,182	-	-
International	42,186	42,186	-	-
Fixed income	218,660	218,660	-	-
Investments in perpetual trusts	<u>3,887,633</u>	<u>-</u>	<u>3,887,633</u>	<u>-</u>
	<u>\$41,084,000</u>	<u>\$35,909,423</u>	<u>\$5,174,577</u>	<u>\$-</u>
Liabilities:				
Interest rate swap agreements	<u>\$ 3,137,544</u>	<u>\$-</u>	<u>\$-</u>	<u>\$3,137,544</u>

THE MONADNOCK COMMUNITY HOSPITAL

NOTES TO FINANCIAL STATEMENTS

September 30, 2016 and 2015

16. **Fair Value of Financial Instruments (Continued)**

The valuation of the interest rate swap agreements is estimated by a third party based on the anticipated cash flows under the swap agreements over their duration at market interest rates at September 30, 2016 and 2015.

The following presents the change in Level 3 instruments for the years ended September 30:

	<u>Interest Rate Swaps</u>	
	<u>2016</u>	<u>2015</u>
Balance, beginning of period	\$ (3,137,544)	\$ (2,677,591)
Total unrealized losses, included in changes in unrestricted net assets	<u>(41,119)</u>	<u>(459,953)</u>
Balance, end of period	<u>\$ (3,178,663)</u>	<u>\$ (3,137,544)</u>

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 balance sheets and statements of operations.

The following methods and assumptions were used by the Hospital in estimating the "fair value" of other financial instruments in the accompanying financial statements and notes thereto:

*Cash and cash equivalents:* The carrying amounts reported in the accompanying statements of financial position for these financial instruments approximate their fair values.

*Accounts and other receivables, pledges receivable, notes receivable, accounts payable and estimated third-party payor settlements:* The carrying amounts reported in the accompanying statements of financial position approximate their respective values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value.

*Long-term debt:* The fair value of substantially all long-term debt approximates its carrying value due to the variable rate interest terms.

**Monadnock Community Hospital  
Board of Trustees a/o January 25, 2017**

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## **CYNTHIA K. MCGUIRE, FACHE**

Personable, energetic executive with broad leadership experience in an acute care, community hospital. Strong organizational and interpersonal skills and a reputation for “getting the job done.”

### **PROFESSIONAL EXPERIENCE**

#### **MONADNOCK COMMUNITY HOSPITAL** **2014 - Present** **President & Chief Executive Officer**

A \$75 million, Critical Access Hospital in Southern New Hampshire, 670 Employees, 170 Member Medical Staff. Hospital and Outpatient Visits of 200,000. Service Area Population Of 37,000.

#### **ADIRONDACK HEALTH, Saranac Lake, NY** **2009 –2014**

A \$90 million, network of rural facilities including a 98 bed acute care hospital, four health centers, and two long term care facilities. Adirondack Health is the only full service health system in the Adirondack Park. Medical Dental Staff of 60 physicians and 900 employees. Primary Care visits of 31,000 and Specialty Practice visits of 10,000. Service area population of 29,000.

#### **Chief Operating Officer**

Leads clinical inpatient/outpatient ancillary support services including: Medical Imaging, Cardio-pulmonary, Laboratory, Rehabilitation & Sports Medicine, Pharmacy, the Bariatric Center, the Wound Care & Hyperbaric Oxygen Treatment Center, Primary Care, Rheumatology and Cardiology Practices. Develops new business opportunities.

#### **Key Accomplishments**

- Renovated and upgraded Medical Imaging Departments to fully digital services
- Established the Wound Care & Hyperbaric Treatment Center, a new service with annual net new revenue of \$500,000
- Opened a new medical office building on the Adirondack Health Campus housing wound care and a new health center
- Recruited two specialists - Cardiology and Rheumatology and established practices in Saranac Lake
- Achieved a staffing reduction in the physician practices resulting in salary savings of \$500,000
- Expanded Cardiology and Pulmonary outpatient testing capability to 5 days per week
- Designed and re-negotiated employed physician contracts to include salary based upon productivity and to include quality, patient satisfaction and citizenship incentives
- Implemented a mobile Dental service to improve access to patients in outlying communities
- Established joint marketing program for Bariatric Surgical Center of Excellence with Adirondack Surgical Group
- Successfully served as interim CEO during absence of President and CEO

## **CYNTHIA K. MCGUIRE, FACHE**

### **ELLIS HOSPITAL, SCHENECTADY, NY**

**2008**

A non profit 450 bed acute care community hospital and long term care facility with 2,500 employees. The organization participated in a merger of three hospitals. Service area population of 40,000. Family practice residency, osteopathic internship and general dentistry residency with 40,000 annual outpatient visits.

#### **Vice President Quality/Safety/Risk**

Managed and oversaw departments of Performance Improvement, Risk Management, Infection Control, Patient Safety, Patient Relations, Gift Shop and Volunteer Services. Coordinated and consolidated activities of above departments as a result of a three facility merger.

### **ST. CLARE'S HOSPITAL, SCHENECTADY, NY**

**1979 - 2008**

A non profit, 200 bed, acute care, teaching and community hospital with operating revenues of \$90 million dollars and 1000 employees. Service area population of 40,000. Family Practice residency, Osteopathic internship and General Dentistry residency with 40,000 annual outpatient visits. The hospital merged in 2008 with two other facilities under a mandate from the Berger Commission in NY State.

#### **Vice President Clinical Services**

**2005 – 2008**

Led ambulatory practice centers including: Wound Care, Dental Health Center, Family Health Center, Employee Health and the Sleep Disorders Center as well as inpatient & outpatient diagnostic/therapeutic services including Medical Imaging, Laboratory, Pharmacy, Nuclear Medicine, Neurology, Cardiology, Pulmonary, and Physical Therapy. Developed and monitored a \$19 million division budget and directly supervised 7 department directors with oversight for 200 professional employees.

Managed Ambulatory Surgery, Peripheral Vascular Suite, Endoscopy, Pre Admission Testing, Operating Room, PACU, Central Sterile Supply on an interim basis for one year during search for Vice President of Nursing Services. Directly supervised 4 managers with oversight of 80 professional employees and monitored an \$8 million budget.

#### **Key Accomplishments**

- Completed a reduction in force of 28 FTE's in 11 clinical departments through merging and re-designing of staffing structures resulting in a savings of \$1,400,000.00.
- Restructured the Dental Health Center, Family Health Center and related residency programs, renegotiated physician employment agreements to ensure both financial success for the hospital and continued success of both residency programs achieving \$352,000.00 in cost reductions for the departments and a budgeted contribution margin of \$512,000.



## CYNTHIA K. MCGUIRE, FACHE

### CERTIFICATIONS:

FACHE - Fellow American College of Health Care Executives	2008
FACHE - Recertification	2010
CMSC - Certified Medical Staff Coordinator	1983
CPHQ - Certified Professional in Health Care Quality	1987

### AWARDS:

YMCA Volunteer of the Year	1998 - 1999
Leadership Schenectady – Chamber of Commerce	1999

### PROFESSIONAL ASSOCIATIONS:

American College of Healthcare Executives	2004 - Present
National Association Health Care Quality	1989 - 2010
National Association Medical Staff Services	1983 - 2005

### COMMUNITY ACTIVITIES:

Board, Sage Evening College Alumni Board of Directors	1993 - 1997
President, Sage Evening College Alumni Board of Directors	1995 - 1997
Board, Schenectady YMCA	1993 - 2002
Board, Chair Schenectady YMCA	1999 - 2001
Board, Capital District YMCA	1999 - 2001
Board, NY Association Medical Staff Services	1983 - 1989
Zonta International Club of Schenectady	1997 - 2009
President, Zonta International Club of Schenectady	2002 - 2004
Board, Adirondack Housing Development Corporation Board	2009 - 2013
Board, Homeward Bound at Saranac Lake Advisory	2009 - 2014
Board, Pendragon Theatre	2010 - 2014
President, Pendragon Theatre Board	2012 - 2013
Board, Health Care Managers Association (ACHE Chapter)	2011 – 2014
New Hampshire Hospital Association Board	2014 - Present

# Richard D. Scheinblum

## SUMMARY

Resourceful healthcare professional with excellent analytical, technological, and managerial competencies. Demonstrated expertise in:

- Expense and Revenue Management
- Operational and Strategic Planning
- Project Management
- Systems Development and Computing
- Workflow Analysis and Design
- Healthcare Financing and Contracting

## PROFESSIONAL EXPERIENCE

**MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH**

Dec 2000 - present

**Vice President, Finance and Chief Financial Officer:**

2007 - present

Reports to the President and Chief Executive Officer. Provides counsel to the President/CEO and to the Board of Directors on all financial matters related to the hospital, healthcare, and the economy. Monadnock Community Hospital's is one of the largest Critical Access Hospital's in the country with an operating budget of approximately \$80 million.

- Responsible for Finance, Patient Accounts, Physician Billing, Health Information Services, Revenue Management, Materiel's Management, Human Resources, Dietary, Engineering, Environmental Services, and Security.
- Scope is 5 Direct Reports and 170 full-time equivalents.
- Member, Finance Committee of the Board, Investment Committee, Audit Committee, Patient Safety Committee, Operating Room Committee (Ad-hoc), Quality Counsel, Compliance Committee, Information Technology Committee, Philanthropy Committee, Planning Committee, and Monadnock Health Partners Board.

**Director of Perioperative Services:**

2005 – 2007

Reported to the Vice President of Patient Care. Accountable for the operations, programs, and activities of Day Surgery, PACU, Endoscopy, Central Sterile, and the Operating Room including human resources, environmental services, facilities, quality management, budget, information technology, supply procurement, and regulatory issues. Ensure effective and efficient use of resources while maintaining patient care standards. Consult with nurse managers on nursing procedure and vision. Provide on-going conflict resolution. Maintain hospital and surgeon relationships.

- Supervised a department of 36 employees.
- Member, Patient Safety Committee, Operating Room Committee, Department of Surgery.

**Controller:**

2000 – 2005

Reported to Chief Financial Officer. Responsible for directing and supervising the functions and activities of financial reporting, management reporting, accounts payable, budget, general ledger including \$50 million annual operating budget, risk/liability insurance program, pricing, contracting, reimbursement, cost development, and assists with financial and clinical information systems development.

- Supervised a department of 6 employees.
- Member of Finance Committee and Investment Committee of the Board of Directors.

**CROTCHED MOUNTAIN FOUNDATION, Greenfield, NH**

Feb 1999 – Dec 2000

**Director, Reimbursement and Fiscal Analysis**

2000 - 2000

Reported to the Chief Financial Officer. Managed the overall revenue generating process including overseeing \$26 million in annual billing cycle, supervising the Patient Accounts Department, risk/liability insurance program, pricing, contracting, reimbursement, cost development, and assists with financial and clinical information systems development.

- Successfully negotiated rates with the New Hampshire Department of Education resulting in \$1 million net revenue.
- Facilitated property and casualty insurance RFP resulting in an additional \$55 k in savings over FY2000 costs.
- Devised and implemented a standard outpatient billing process based on Medicare Guidelines.
- Developed monthly productivity reporting package for therapeutic areas.

**Senior Financial Analyst**

1999-2000

Reported to Chief Financial Officer. Provided financial modeling, clinical support, statistical analysis, and decision support to the organization.

**Richard D. Scheinblum****CIGNA HEALTHCARE, Bloomfield, CT**

May 1998 – Feb 1999

**Provider Contracting Manager**

Reported to the Director of Provider Contracting. Member of a unit within the Healthcare Financial Operations Group responsible for monitoring and assessing risk based and fee-for-service provider contracts from a financial standpoint for both CIGNA Healthcare and Healthsource.

**CONNECTICUT CHILDREN'S MEDICAL CENTER, Hartford, CT**

Apr 1994 – May 1998

**Hospital Consultant / Operations and Organizational Redesign** 1997-1998

Reported to the Vice President of Human Resources. Collaborated with external consulting team American Practice Management (APM) to redesign \$72 million operations expense base to benchmarking/best practice standards. Provided supporting information and prepared recommendations for changes for a committee comprised of Senior Management, physician stakeholders, and members of the Board of Directors.

**Systems Coordinator – Perioperative Department** 1996-1997

Responsible for the overall computer systems, financial operations, registration staff and managed care issues related to the Operating Room, Day Surgery Unit, PACU, and Cath Lab.

**Financial Analyst** 1994-1996

Primary responsibilities included facilitating the preparation and monitoring of the CCMC Foundation and Affiliates combined \$ 19 million operating budget, monthly statistical analysis, clinical to financial system reconciliation, and special projects including a chargemaster conversion, board presentations and statutory reporting.

**THE DEVEREUX GLENHOLME SCHOOL, Washington, CT**

Jan 1993 – Apr 1994

**Staff Accountant**

Responsible for performing general accounting duties.

**UNITED PARCEL SERVICE, INC., Hartford, CT**

Jan 1992 – Aug 1992

**Internship – Industrial Engineering Supervisor**

Developed and implemented a small package distribution system resulting in \$ 75,000+ in savings.

**EDUCATION**

Plymouth State College, Plymouth, NH  
Masters, Business Administration, 2003

The University of Connecticut, Storrs, CT  
Bachelor of Science, Business Administration, 1992

**AFFILIATIONS**

Treasurer and Vice-Chairman, New Hampshire Rural ACO (2015- present)  
New Hampshire Healthcare Financial Management Association (HFMA)  
Treasurer of the Board of Directors. Scott Farrar Retirement Home (2014-2016)  
Elected Official – Chairman Dublin, NH Budget Committee 3-year term (2003 - 2010); Member (2012 – 2015)  
Elected Official – Trustee of Trust Funds 3-year term (2009 - 2014)  
Coach, Board Member, and Treasurer, Conval Cal Ripken 2008- current  
Volunteer, All Saints Church, Peterborough, NH; Dublin Consolidated School, Dublin, NH; Keene Community Kitchen

# MARIA J. ROSARIO, MSW, MBA

MARIA.ROSARIO@MCHMAIL.ORG

Seasoned healthcare leader, with extensive clinical and administrative experience in both inpatient and outpatient settings. Innovator with demonstrated success in planning, implementing, managing and improving new programs and services. Excellent understanding of and compliance with State and Federal regulations, and healthcare reimbursement systems. Committed to improving access to quality and affordable healthcare.

## PROFESSIONAL EXPERIENCE

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1994 - Present **Monadnock Community Hospital**

**Peterborough, NH**

Director, Physician Practices and Social Services in integrated delivery system, including a 25-bed Critical Access Hospital and multi-specialty physician group.

- Administrator responsible for all operational and financial aspects of multiple departments, including budget development and management and strategic planning :
  - Social Services Department – developed hospital case management program, responsible for discharge planning decreasing the average length of stay from 4 days to 3.2 days , developed excellent relationship with other healthcare organizations and community agencies to ensure continuity of care and necessary resources for patients and the community, developed clergy support system for hospital.
  - Director of Senior Mental Health Inpatient Unit – A ten bed inpatient unit.
  - Director Outpatient Behavioral Health Practice – recruited five behavioral health providers, implemented systems for tracking caseload and case closure, assisted medical director with case reviews increasing the outpatient volume by 30% in addition to decreasing the number of patients going to the emergency department for mental health assessments;
  - Mental Health Crisis Team – responsible for ensuring 24 hour coverage for ED, including scheduling, contracting, and monitoring of quality and timeliness of services;
  - Charity Care Department – developed the Financial Grant Program, offering a sliding pay scale for patients meeting financial criteria, including, program planning, data base development, staffing, marketing material, and integration with other NH hospitals. Expanded Medication Bridge program;
  - Director Integrated Pain Management Department – developed and implemented an integrated pain management program, encompassing physiatry, family practice, physical therapy, behavioral health and case management services. Currently we have worked with 250 patients in signing medications contracts in addition to reviewing their treatment plan. We have seen a decrease in these patients going to the Emergency Department for pain treatment. Successfully implementing a motivational interviewing group for this population that resulted in 100% of the patients remaining in the group for the duration as well as stating they would like the group to continue.
  - Outpatient Family Care Practice – responsible for oversight of two physician family practice, mentoring office managers of nine primary care practices, integrated social services in nine primary care practices to assist with case management. Having this support present in the primary care setting helps the providers to focus on the patients' medical concerns as the social workers focus on community and mental health services the patient may need. Providers have stated that this resource has been a vital resource to the healthcare team.

# MARIA J. ROSARIO, MSW, MBA

- Monadnock Health Teeth to Toes – an outreach program to improve the state of dental and overall health of area school children in eight communities assisting 1800 children.
- Chair, Ethics Advisory Committee – developed and chaired Ethics Advisory Committee, implemented case review process using the Ten Morale Rules, recruited and educated committee members to reflect a multi-disciplinary approach, provided organization wide education regarding healthcare ethics, Advanced Directives and Patient Rights. Provided community education regarding Advanced Directives and Medicare Medication Programs.
- HIPAA Privacy Officer – developed and ensured compliance with HIPAA Privacy Standards, chaired HIPAA Compliance Committee, provided ongoing education to all staff and medical staff in addition present an educational session for PESI on Privacy in the Mental Health Setting;
- Organizational Development – conducted and debriefed DISC assessments for staff, worked with team of organizational culture identified by the organization as a future leader allowing an opportunity for further education and projects, including achieving a yellow belt in Lean Six Sigma.
- Member of Corporate Compliance Committee – responsible for State and Federal regulations compliance for discharge planning, billing and reimbursement for areas of responsibility;
- Member of Survey Readiness Committee – responsible for ensuring compliance with all Medicare Conditions of Participation related to areas of responsibility, including SNF standards, participated in CMS surveys;
- Member of Patient Safety, Quality Council Resource Management, Chronic Disease Management and Falls Prevention Committees.

1993 - 1994 **Catholic Medical Center**

Manchester, NH

Social Worker responsible for assessing and developing treatment plans for patients, participating with multidisciplinary team, collaborating with community and state agencies, Patient Advocate.

1991 – 1993 Crestwood **Healthcare**

Milford, NH

Director of Admissions responsible for working with patients and their families for admission to long term care facility collaborated with referring organizations, assessing patients' psycho-social needs and incorporating these into treatment plans.

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# MARIA J. ROSARIO, MSW, MBA

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## EDUCATION

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**Masters of Business Administration – May 9, 2015**  
Southern NH University

Manchester, NH

**Masters of Social Work**  
Fordham University

New York, NY

**Bachelor of Arts Social Work and Sociology**  
Molloy College

Rockville Center, NY

## MEMBERSHIP

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Health Care Compliance Association (HCCA)

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

Contractor Name: Monadnock Community Hospital/Monadnock Healthy Teeth to Toes Progra

Name of Contract: Statewide Community and School-Based Oral Health Services

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Cynthia K. McGuire	President & CEO	\$270,374	0.00%	\$0.00
Richard Scheinblum	CFO	\$191,401	0.00%	\$0.00
Maria J. Rosario	Director	\$93,000	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$0.00</b>

23

16 JV



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4535 1-800-852-3345 Ext. 4535  
Fax: 603-271-4506 TDD Access: 1-800-735-2964



G&C APPROVED  
Date: 5/6/15  
Item #16

March 13, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$771,894, from \$771,894 to \$1,543,788, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Catholic Medical Center	Manchester	\$142,400
Coos County Family Health Services, Inc.	Berlin	\$388,000
Easter Seals New Hampshire	Manchester	\$142,400
Families First of the Greater Seacoast	Portsmouth	\$205,336
Goodwin Community Health	Somersworth	\$189,792
Health First Family Care Center	Franklin	\$95,792
Lamprey Health Care, Inc.	Newmarket	\$96,394
Monadnock Community Hospital	Peterborough	\$95,792
Speare Memorial Hospital	Plymouth	\$91,482
Tri-County Community Action Program, Inc.	Berlin	\$96,400
<b>TOTAL:</b>		<b>\$1,543,788</b>

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
March 13, 2015  
Page 2 of 3

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.

05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, ORAL HEALTH PROGRAM

**See attachment for financial details**

### **EXPLANATION**

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are ten of a total fifteen contracts awarded as the result of a competitive bid process. The remaining five originally awarded contracts are in different stages of the amendment process; the Department anticipates submitting the remaining five agreements to the Governor and Executive Council under a separate request in June 2015. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return parental consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to assess oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

<b>Catholic Medical Center (Vendor #177240-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Coos County Family Health Services, Inc. (Vendor #155327-B001)</b>			
<b>Class/Object:102-500731Service Provided:Community/School Based Activity Code:90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$97,000	\$ 0	\$97,000
2015	\$97,000	\$ 0	\$97,000
2016	\$ 0	\$97,000	\$97,000
2017	\$ 0	\$97,000	\$97,000
<b>Subtotal</b>	<b>\$194,000</b>	<b>\$194,000</b>	<b>\$388,000</b>

<b>Easter Seals New Hampshire (Vendor #177204-B005)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Families First of the Greater Seacoast (Vendor #166629-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$29,299	\$ 0	\$29,299
2015	\$26,369	\$ 0	\$26,369
2016	\$ 0	\$29,299	\$29,299
2017	\$ 0	\$26,369	\$26,369
<b>Subtotal</b>	<b>\$55,668</b>	<b>\$55,668</b>	<b>\$111,336</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Goodwin Community Health (Vendor #154703-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Health First Family Care Center (Vendor #158221-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Lamprey Health Care, Inc. (Vendor #177677-R001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$25,367	\$ 0	\$25,367
2015	\$22,830	\$ 0	\$22,830
2016	\$ 0	\$25,367	\$25,367
2017	\$ 0	\$22,830	\$22,830
<b>Subtotal</b>	<b>\$48,197</b>	<b>\$48,197</b>	<b>\$96,394</b>

<b>Monadnock Community Hospital (Vendor #177164-B006)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Speare Memorial Hospital (Vendor #177178-B002)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$24,074	\$ 0	\$24,074
2015	\$21,667	\$ 0	\$21,667
2016	\$ 0	\$24,074	\$24,074
2017	\$ 0	\$21,667	\$21,667
<b>Subtotal</b>	<b>\$45,741</b>	<b>\$45,741</b>	<b>\$91,482</b>

<b>Tri-County Community Action Program, Inc. (Vendor #177195-B011)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,952	\$ 0	\$22,952
2015	\$25,248	\$ 0	\$25,248
2016	\$ 0	\$22,952	\$22,952
2017	\$ 0	\$25,248	\$25,248
<b>Subtotal</b>	<b>\$48,200</b>	<b>\$48,200</b>	<b>\$96,400</b>
<b>TOTAL</b>	<b>\$771,894</b>	<b>\$771,894</b>	<b>\$1,543,788</b>



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 Monadnock Community Hospital (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 452 Old Street Road, Peterborough, NH 03458.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, (Item #48), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$95,792
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1

New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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,

4/15/15  
Date

State of New Hampshire  
Department of Health and Human Services  
[Signature]  
Brook Dupee  
Bureau Chief

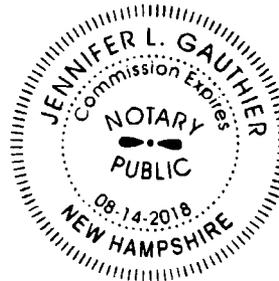
3-5-15  
Date

Monadnock Community Hospital  
[Signature]  
NAME Richard D. Scheinbaum  
TITLE CFO

Acknowledgement:  
State of New Hampshire, County of Hillsborough on March 5, 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

Jennifer L. Gauthier  
Name and Title of Notary or Justice of the Peace



Contractor Initials: [Signature]  
Date: 3-5-15

**New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/22/15

  
Name: Megan A. Tapscott  
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:   
Date: 3-5-15



## Scope of Services

### The Contractor shall provide school-based oral health services as specified herein:

#### 1. General Provisions

The Contractor shall provide oral health assessment, preventive services, and referrals for restorative care for low-income, uninsured and underinsured children within the defined service area who don't have regular access to oral health care.

##### 1.1. Numbers Served

Oral assessment services are to be provided to a minimum of 2,000 students throughout each year of the contract term.

##### 1.2. Eligibility and Income Determination

- 1.2.1. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.
- 1.2.2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

##### 1.3. The contractor shall use one of the following models to provide the following services:

- 1.3.1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
- 1.3.2. The "combination clinic voucher model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

##### 1.4. Oral health care services for the targeted population(s) shall include:

- 1.4.1. risk assessment;
- 1.4.2. oral health education;
- 1.4.3. oral screening;
- 1.4.4. early diagnosis of oral diseases;
- 1.4.5. preventive care focused on age appropriate dental sealants, Interim Therapeutic Restorations (ITRs) placed by a Certified Public Health Dental Hygienist, and fluoride varnish application; and
- 1.4.6. care coordination that links children to restorative treatment and disease management in a "dental home".

##### 1.5. Relevant Policies and Guidelines

The school-based oral health program shall:

- 1.5.1. Require no fee for any Medicaid client.
- 1.5.2. Assist eligible families with Medicaid enrollment directly or through referral.
- 1.5.3. Become a Medicaid provider for qualified clients.

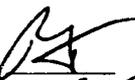
  
3.5.15



Exhibit A Amendment #1

- 1.5.4. Provide a sliding fee scale for children from families without Medicaid or private dental insurance.
- 1.5.5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
- 1.5.6. Direct resources to evidence-based interventions.
- 1.5.7. Explore and secure future funding sources.

**1.6. 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:

- 1.6.1. Assess the ethnic/cultural needs, resources and assets of their community.
- 1.6.2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- 1.6.3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
- 1.6.4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
- 1.6.5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

**1.7. 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:

- 1.7.1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
- 1.7.2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
- 1.7.3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

**1.8. Publications Funded Under Contract**

- 1.8.1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 1.8.2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
- 1.8.3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).



Exhibit A Amendment #1

**1.9. Subcontractors**

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

The school-based oral health program shall consist of the following components:

- 2.1.1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
- 2.1.2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
- 2.1.3. Oral health educational presentations by health professionals to individual students at chair side or to groups in a classroom setting as part of a health care curriculum.
- 2.1.4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
- 2.1.5. A preventive dental program, that shall at minimum include the requirements of 1.4.5 above, for children through a school-based program that assesses risk of dental disease and tooth eruption.
- 2.1.6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for children without an established dental provider.
- 2.1.7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
- 2.1.8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

**2.2. Staffing Provisions**

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license and certification. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.

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3-5-18



Exhibit A Amendment #1

**2.3. Staffing Changes**

- 2.3.1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
- 2.3.2. **Vacancies:** The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**2.4. Coordination of Services**

- 2.4.1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
- 2.4.2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

**2.5. Meetings and Trainings**

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

**3. Quality or Performance Improvement**

**3.1. Work plans**

- 3.1.1. Performance work plans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work plans are a key component of the Oral Health Program performance-based contracting system and of this contract.
- 3.1.2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health work plan progress/outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
- 3.1.3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the second contract year.
- 3.1.4. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.

*RS*

3-5-15



Exhibit A Amendment #1

**3.2. Data and Reporting Requirements**

In addition to performance work plans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

- 3.2.1. Work plans and work plan outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
- 3.2.2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade target population.
- 3.2.3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
- 3.2.4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
- 3.2.5. An annual summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

**3.3. On-Site Reviews**

- 3.3.1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
- 3.3.2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
- 3.3.3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency performance work plan.

**3.4. Performance Measures**

Second and third grade students represent a group of children whose oral health status can be compared across New Hampshire programs, with children in other states and in the National Oral Health Surveillance System.

- 3.4.1. School-Based Performance Measures:
  - A minimum of 65% of 2nd and 3rd grade students returning consent forms
  - A minimum of 400 2nd and 3rd grade students shall receive oral screenings
  - Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
  - Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
  - 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
  - Percent of all 2nd and 3rd grade students screened with a history of decay

*AK*  
3-5-15



## Method and Conditions Precedent to Payment

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$22,808 in SFY 2016 and \$25,088 in SFY 2017 for oral health initiatives, for a total amount of \$47,896.
  - b. Funding is available as follows:
    - \$21,410 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$26,486 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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.



**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;

  
3-5-15



- 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.

*[Handwritten Signature]*  
3-5-15

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

*[Handwritten Signature]*  
3-5-15



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.

*[Handwritten Signature]*

3-5-15



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4535 1-800-852-3345 Ext. 4535  
Fax: 603-271-4506 TDD Access: 1-800-735-2964



48  
7/10/13 #48

June 18, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

44.7% federal  
55.3% state

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Oral Health Program, to enter into agreements with vendors for an amount not to exceed \$269,288.00 to provide access to preventive and reparative dental treatment for individuals participating in the statewide school-based and/or community-based dental programs, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	SFY 2014/2015 Amount
Catholic Medical Center	\$71,200.00
Dental Health Works	\$54,096.00
Monadnock Hospital	\$47,896.00
Sullivan County	\$47,896.00
Tri-County Community Action Program	\$48,200.00
<b>TOTAL</b>	<b>\$269,288.00</b>

Funds to support this request are anticipated to be available in the following account for SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, ORAL HEALTH PROGRAM

See attachment for financial details

### EXPLANATION

This requested action seeks approval of the final five of 15 agreements that represent \$268,288.00 of the \$1,039,982.00 total anticipated to be spent statewide to provide increased access oral health care services. The first ten agreements were presented to, and approved by, Governor and Council on June 19, 2013, Item #93. These services include oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth for low income and uninsured children and adults statewide.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. The causes of oral health problems are multifaceted: Individuals with less income, less education or who have disabilities are less likely to be able to access dental care and more likely to have dental problems. In difficult economic times, more people have less access to dental care. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. Among third grade students, without access to care and assessed in the 2009 statewide school-based survey forty-three percent (43%) had a history of tooth decay. Among older adults in six senior centers and congregate meal sites, thirty-one percent (31%) had untreated decay. In addition, increasing numbers of refugees have even greater difficulty accessing oral health care when the need for foreign language interpretation presents another barrier to dental treatment.

Second and third grade children eligible for school-based dental services will receive oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth within the school environment. Children through age 19, and adults eligible for community-based dental services will receive oral health basic preventive, diagnostic, and restorative dental services at a community dental provider's office. Anticipated outcomes from this program will include fewer numbers of low-income, uninsured residents with untreated decay and more residents receiving preventive oral health care in New Hampshire.

Should Governor and Executive Council not authorize this Request, children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire may not receive oral health care services.

This contract is awarded as the result of a competitive bid process. On January 3, 2013 and again on February 18, 2013 the Division posted a Request for Proposals on the Department of Health and Human Services' web site for statewide School- and Community-Based oral health services. In addition, oral health stakeholders statewide were notified by e-mail of the Request for Proposals and a bidder's conference was held on January 16, 2013. An agency could apply to deliver community, school-based services, or both.

Sixteen agencies submitted 19 proposals. An evaluation committee of fourteen reviewers, internal and external to the Division of Public Health Services, evaluated the proposals. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services who hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations.

Fifteen agencies were selected for funding. The selection was based on review criteria specified in the Request for Proposals. The criteria evaluated the agency's capacity to carry out a program that provides oral health screening services to children and other vulnerable populations; assurance of ongoing oral health services with dentists in the community; program structure and plan to successfully complete the work; a reasonable and justifiable budget; and the appropriate format requested by the proposal. The proposals were scored and selected by taking an average of all reviewers' scores. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, these competitively procured Agreements have the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to assess oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Preventive Health and Human Services Block Grant and 55.3% General Funds.

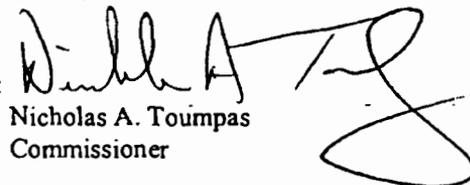
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

Program Name Oral Health Program  
 Contract Purpose Access to prevention and restorative dental treatment  
 RFP Score Summary (Three RFP's: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

RFA/RFP CRITERIA	Max Pts	Catholic Medical Ctr-CB	Concord Hsp-CB	Coos Cnty Family Hlth Svcs-NC	Dental Hlth Works	Easter Seals NH CB	Families First of the Grtr Seacoast-CB	Families First of the Greater Seacoast-SB	Goodwin Community Hlth-CB	Goodwin Community Health-SB	GNDC-CB	Hlth First-SB	Lamprey Hh-SB
Age Capacity	30	29	29	30	28	29	29	30	29	26	30	27	27
Program Structure	50	46	46	45	49	49	48	49	46	42	49	43	40
Budget & Justification	15	13	14	12	14	12	14	12	14	12	15	14	11
Format	5	4	4	4	5	5	5	5	5	5	5	4	4
Total	100	92	93	92	95	95	95	95	94	85	99	88	82

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 125,192.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 59,600.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 58,600.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 118,200.00
	\$ 32,358.00	\$ 32,358.00	\$ 64,716.00	\$ 29,299.00	\$ 29,299.00	\$ 26,369.00	\$ 55,668.00
	\$ 26,800.00	\$ 26,800.00	\$ 53,600.00	\$ 22,808.00	\$ 22,808.00	\$ 25,088.00	\$ 47,896.00
	\$ 42,000.00	\$ 42,000.00	\$ 84,000.00	\$ 36,100.00	\$ 36,100.00	\$ 35,100.00	\$ 71,200.00
	\$ 20,309.00	\$ 20,309.00	\$ 40,618.00	\$ 22,808.00	\$ 22,808.00	\$ 25,088.00	\$ 47,896.00
	\$ 28,194.00	\$ 28,194.00	\$ 56,388.00	\$ 25,367.00	\$ 25,367.00	\$ 22,830.00	\$ 48,200.00

RFP Reviewers	Name	Job Title	Dept. Agency	Qualifications
	Sarah Finne	Dentist Supervisor	Greater Derry Children's Dental Health Network	The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services and hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations. Each reviewer was selected for the specific skill set they possess and their experience delivering oral health services. The purpose of the review team is to compliment and build upon each of these perspectives for a well-balanced, objective review of the oral health proposals.
	Fran McLaughlin	WIC Nutrition Consultant	Division of Public Health Services	
	Shannon Mills	VP for Professional Relations	Northeast Delta Dental	
	Patricia Tilley	Bureau Chief (Acting)	Division of Public Health Services	
	Heather Brown	Network Representative	Northeast Delta Dental	
	Tracey Tarr	Administrator	Bureau of Elderly & Adult Services	
	Deb Nelson	Administrator	Head Start State Collation Office	
	Stacey Plourde	Chair	NH Board of Dental Examiners	
	Gail Brown	Policy Director	NH Oral Health Coalition	
	Alisa Druzba	Administrator	Division of Public Health Services	
	Connie George	Faculty	NHTI	
	Bev McGuire	Former Clinical Quality Mgr	Assurance Manager DPHS	
	Becky Bukowski	Administrator	Division of Public Health Services	
	Jim Williamson	Executive Director	NH Dental Society	

Program Name Oral Health Program  
 Contract Purpose Access to prevention and restorative dental treatment  
 RFP Score Summ (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

RFA/RFP CRITERIA	Max Pts	Manchester Hlth Dept	Monadnock Hsp-SB	Speare Mem Hsp-SB	Sullivan Cty-SB	Sullivan Cty-CB	SAU 40 Milford SB	Tri-County CAP-SB
Age Capacity	30	29	29	29	25	20	25	28
Program Structure	50	48	46	47	43	40	37	46
Budget & Justification	15	14	13	13	10	10	13	11
Format	5	5	5	5	4	3	4	4
Total	100	95	92	94	82	72	79	89

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 85,263.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 88,085.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 173,348.00	\$ 36,154.00	\$ 64,000.00	\$ 80,000.00	\$ 100,000.00	\$ 42,000.00	\$ 80,544.00
	\$ 22,808.00	\$ 22,808.00	\$ 24,074.00	\$ 22,808.00	\$ -	\$ -	\$ 22,952.00
	\$ 25,088.00	\$ 25,088.00	\$ 21,667.00	\$ 25,088.00	\$ -	\$ -	\$ 25,248.00
	\$ 47,896.00	\$ 47,896.00	\$ 45,741.00	\$ 47,896.00	\$ -	\$ -	\$ 48,200.00

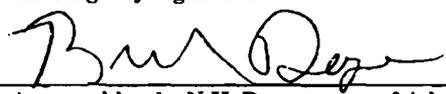
Subject: School-based oral health services will be delivered to underserved students in the Monadnock Region.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> The Monadnock Community Hospital		<b>1.4 Contractor Address</b> 452 Old Street Road, Peterborough, NH 03458	
<b>1.5 Contractor Phone Number</b> (603) 924-4699 Ext. 1108	<b>1.6 Account Number</b> 05-95-90-902010-4527-102-500731	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$47,896
<b>1.9 Contracting Officer for State Agency</b> Lisa L. Bujno, MSN, APRN Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Richard D. Schenck, CFO	
<b>1.19 Acknowledgment:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>4/19/2013</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> SHARON E. JOHNSON Notary Public - New Hampshire My Commission Expires December 14, 2016			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Lisa L. Bujno Lisa L. Bujno, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: <u>John E. Herick</u> <u>John E. Herick, Attorney</u> On: _____			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

 4/19/13

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: \_\_\_\_\_  
Date: 4/19/13

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:

Date:

*[Handwritten Signature]*  
4/19/13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Speare Memorial Hospital (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 16 Hospital Road, Plymouth, NH 03264.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #93, and subsequently amended on May 6, 2015, Item #16, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$21,667 from \$91,482 to read: \$113,149.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.

New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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,

6/19/17  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Name: Lisa Morris, MSSW  
Title: Director

Spere Memorial Hospital

6/15/17  
Date

[Signature]  
Name: Michelle L. McEwen  
Title: President/CEO

Acknowledgement of Contractor's signature:

State of NH, County of Grafton on 6/15/17, before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Shannon Sargent Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 3/23/2021

**New Hampshire Department of Health and Human Services**  
**Statewide Community and School-Based Oral Health Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/27/17  
Date

[Signature]  
Name: Michael A. Fagan  
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 SFY 2018

**New Hampshire Department of Health and Human Services**

**Bidder/Contractor Name: Speare Memorial Hospital Dental Health Program**

**Budget Request for: Statewide Community and School Based Oral Health Services**  
*(Name of RFP)*

**Budget Period: SFY 2018**

1. Total Salary/Wages	\$ 21,667.00	\$ -	\$ -	\$ 21,667.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 21,667.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,667.00</b>

Indirect As A Percent of Direct

0.0%

Exhibit B-1 Budget SFY 2018

Contractor Initials:                     

Date:           6/15/17

## Business Information

### Business Details

Business Name: SPEARE MEMORIAL HOSPITAL Business ID: 65526

Business Type: Domestic Nonprofit Corporation Business Status: Good Standing

Business Creation Date: 07/03/1899 Name in State of Incorporation: Not Available

Date of Formation in Jurisdiction: 07/03/1899

Principal Office 16 Hospital Rd, Plymouth, NH, Mailing Address: NONE  
Address: 03264, USA

Citizenship / State of Incorporation: Domestic/New Hampshire

Last Nonprofit Report Year: 2015

Next Report Year: 2020

Duration: Perpetual

Business Email: NONE Phone #: NONE

Notification Email: NONE Fiscal Year End Date: NONE

---

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Health Care and Social Assistance	General Medical and Surgical Hospitals
2	NOT REQUIRED	

Page 1 of 1, records 1 to 2 of 2

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**Registered Agent Information**

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Name: Not Available

Registered Office Not Available

Address:

Registered Mailing Not Available

Address:

---

## Trade Name Information

Business Name	Business ID	Business Status
SPEARE MEMORIAL HOSPITAL HEALTH RESOURCE LINE (/online/BusinessInquire/TradeNameInformation? businessID=327038)	300086	Expired
Plymouth Orthopedics and Sports Medicine Clinic (/online/BusinessInquire/TradeNameInformation? businessID=426446)	604910	Expired
White Mountain Eye Care (/online/BusinessInquire/TradeNameInformation? businessID=448180)	623656	Active
PLYMOUTH PEDIATRICS (/online/BusinessInquire/TradeNameInformation? businessID=593211)	768166	Active
NEW HAMPSHIRE OCCUPATIONAL HEALTH ALLIANCE (/online/BusinessInquire/TradeNameInformation? businessID=62493)	221978	Expired
SPEARE MEDICAL ASSOCIATES (/online/BusinessInquire/TradeNameInformation? businessID=62707)	265834	Expired
HEALTH WANTED (/online/BusinessInquire/TradeNameInformation? businessID=87251)	311676	Expired
PEMI BAKER RESOURCE LINE (/online/BusinessInquire/TradeNameInformation? businessID=87928)	311677	Expired

## Trade Name Owned By

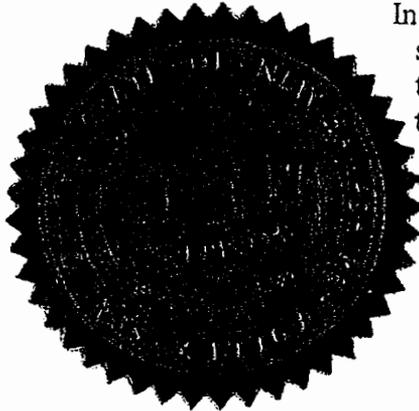
Name	Title	Address
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[Filing History](#)   
 [Address History](#)   
 [View All Other Addresses](#)   
 [Name History](#)  
[Shares](#)   
 [Return to Search](#)   
 [Back](#)

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPEARE MEMORIAL HOSPITAL is a New Hampshire nonprofit corporation formed July 3, 1899. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25<sup>th</sup> day of February A.D. 2015

A handwritten signature in black ink, which appears to read "William M. Gardner". The signature is written in a cursive style and is located to the right of the seal.

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

I, **Quentin Blaine** of **Speare Memorial Hospital**, do certify that:

1. I am the duly elected **Secretary of Speare Memorial Hospital's Board of Directors**;
2. By Majority Consent via Electronic Vote conducted March 15, 2013, the following are copies of two resolutions duly adopted by the **Board of Directors of the Speare Memorial Hospital**;

**RESOLVED:** That Speare Memorial Hospital may enter into any and all contracts, amendments, renewals, revisions or modifications there to, with the State of New Hampshire, acting through its Department of Health and Human Services.

**RESOLVED:** That the **President/CEO** is hereby authorized on behalf of Speare Memorial Hospital to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate. **Michelle L. McEwen** is the **President/CEO** of the corporation.

**IN WITNESS WHEREOF**, I have hereunto set my hand as the **Secretary of the Speare Memorial Hospital's Board of Directors** this **15th** day of **June 2017** that the above resolutions are still in effect.

  
\_\_\_\_\_

**Quentin Blaine, Secretary**

STATE OF NH  
COUNTY OF **GRAFTON**

The foregoing instrument was acknowledged before me this **15th** day of **June, 2017** by **Quentin Blaine**.

  
\_\_\_\_\_

Notary Public/Justice of the Peace

My Commission Expires: 12/23/2021





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/6/2016

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).

<b>PRODUCER</b> Wieczorek Insurance 166 Concord St.  Manchester NH 03104	<b>CONTACT NAME:</b> Cheryl Lapointe <b>PHONE (A/C No, Ext):</b> (603) 668-3311 <b>E-MAIL ADDRESS:</b> cheryl@wizinsurance.com	<b>FAX (A/C, No):</b> (603) 668-8413
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Speare Memorial Hospital 16 Hospital Road  Plymouth NH 03264	<b>INSURER A:</b> MEMIC Indemnity Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 16-17 Basic	<b>REVISION NUMBER:</b>
------------------	--	-------------------------

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A 3102804467	10/1/2016	10/1/2017	<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)

<b>CERTIFICATE HOLDER</b>  NH Department of Health & Human Services 29 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b>  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  Robert Wieczorek/DMD
--	--

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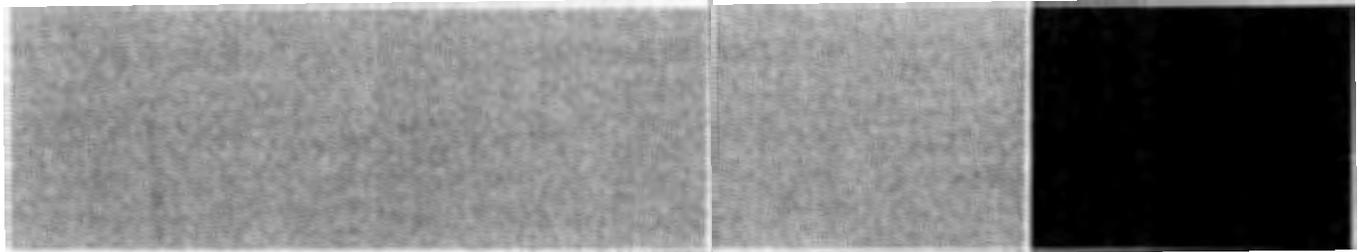


## **Mission**

Speare Memorial Hospital is dedicated to providing excellent healthcare for our community every day.

## **Vision**

Our community will achieve optimal health with Speare as a leader in a vibrant regional healthcare system.



**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS**

and

**ADDITIONAL INFORMATION**

**June 30, 2016 and 2015**

**With Independent Auditor's Report**



**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**  
**Audited Consolidated Financial Statements and Additional Information**

**June 30, 2016 and 2015**

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## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Speare Memorial Hospital and Subsidiaries

We have audited the accompanying consolidated financial statements of Speare Memorial Hospital and Subsidiaries, which comprise the consolidated balance sheets as of June 30, 2016 and 2015, and the related consolidated statements of operations and 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 consolidated 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 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 audit 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 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.

### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Speare Memorial Hospital and Subsidiaries as of June 30, 2016 and 2015, and the consolidated results of their operations and changes in their net assets and their consolidated cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Board of Directors  
Spears Memorial Hospital and Subsidiaries

***Other Matter***

***Report on Additional Information***

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The additional consolidating schedules are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 7, 2016

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Consolidated Balance Sheets**

**June 30, 2016 and 2015**

**ASSETS**

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 17,117,936	\$ 15,628,138
Patient accounts receivable, net	7,798,348	7,513,298
Other receivables	205,668	47,251
Supplies inventory	905,679	764,624
Prepaid expenses	541,008	515,181
Current portion of notes receivable	<u>25,537</u>	<u>48,683</u>
Total current assets	<u>26,594,176</u>	<u>24,517,175</u>
Other assets		
Notes receivable, less current portion	14,885	35,279
Investment in joint venture	219,157	224,617
Other investments	14,296	341,062
Beneficial interest in perpetual trusts	312,231	315,227
Goodwill	890,002	890,002
Other intangibles, net	306,048	279,728
Assets held for sale	<u>232,365</u>	<u>232,365</u>
Total other assets	<u>1,988,984</u>	<u>2,318,280</u>
Assets limited as to use		
Externally designated investments under bond agreement	-	3,283,086
Internally designated investments	21,072,161	21,019,421
Endowment and temporarily restricted investments	<u>538,728</u>	<u>464,027</u>
Total assets limited as to use	<u>21,610,889</u>	<u>24,766,534</u>
Property and equipment, net	<u>31,570,059</u>	<u>29,463,214</u>
Total assets	<u>\$ 81,764,108</u>	<u>\$ 81,065,203</u>

---

The accompanying notes are an integral part of these consolidated financial statements.

## LIABILITIES AND NET ASSETS

	<u>2016</u>	<u>2015</u>
<b>Current liabilities</b>		
Accounts payable	\$ 1,427,481	\$ 1,701,840
Accrued salaries and wages	747,058	733,483
Other current liabilities	2,620,370	2,525,839
Due to third-party payors	13,760,142	11,451,283
Current portion of long-term debt	1,291,051	8,310,332
Current portion of capital lease obligations	<u>-</u>	<u>33,626</u>
Total current liabilities	<b>19,846,102</b>	24,756,403
Long-term debt, less current portion	<u>21,533,865</u>	<u>18,272,182</u>
Total liabilities	<u>41,379,967</u>	<u>43,028,585</u>
<b>Net assets</b>		
Unrestricted		
Controlling interest	39,503,217	37,231,639
Noncontrolling interest	<u>25,902</u>	<u>25,725</u>
Total unrestricted	<b>39,529,119</b>	37,257,364
Temporarily restricted	276,649	197,885
Permanently restricted	<u>578,373</u>	<u>581,369</u>
Total net assets	<u>40,384,141</u>	<u>38,036,618</u>
Total liabilities and net assets	<b><u>\$ 81,764,108</u></b>	<b><u>\$ 81,065,203</u></b>

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**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Consolidated Statements of Operations and Changes in Net Assets**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Unrestricted revenues and other support		
Patient service revenue (net of contractual allowances and discounts)	\$ 56,627,713	\$ 48,273,834
Less provision for bad debts	<u>5,715,934</u>	<u>5,736,493</u>
Net patient service revenue	50,911,779	42,537,341
Other operating revenue	2,030,806	1,984,476
Net assets released from restrictions for operations	<u>30,365</u>	<u>8,360</u>
Total unrestricted revenues and other support	<u>52,972,950</u>	<u>44,530,177</u>
Operating expenses		
Salaries and wages	17,802,988	17,840,481
Physician fees and wages	6,885,231	6,315,642
Contract nursing and technicians	1,555,458	1,275,872
Employee health and welfare	7,198,498	6,803,630
Supplies and other	14,182,688	14,611,546
Medicaid enhancement tax	1,951,628	2,356,059
Depreciation and amortization	3,432,635	3,538,800
Interest	<u>511,314</u>	<u>823,706</u>
Total operating expenses	<u>53,520,440</u>	<u>53,565,736</u>
Loss from operations	<u>(547,490)</u>	<u>(9,035,559)</u>
Nonoperating income (expense)		
Investment income (loss), net	(71,034)	37,400
Equity in earnings of unconsolidated joint venture	14,540	31,615
Unrestricted donor contributions	106,858	190,145
Grant expense	(208,294)	(228,000)
Bad debt recoveries on nonpatient receivables	57,133	52,401
Gain (loss) gain on sale of fixed assets	31,005	(54,996)
Gain on extinguishment of long-term debt	<u>2,530,294</u>	<u>-</u>
Nonoperating income, net	<u>2,460,502</u>	<u>28,565</u>
Excess (deficiency) of revenues and other support over expenses	1,913,012	(9,006,994)
Noncontrolling interest	<u>(177)</u>	<u>656</u>
Excess (deficiency) of revenues and other support over expenses attributable to controlling interest	1,912,835	(9,006,338)
Net assets released from restrictions for capital expenditure	<u>358,743</u>	<u>270,000</u>
Increase (decrease) in unrestricted net assets, controlling interest	\$ <u>2,271,578</u>	\$ <u>(8,736,338)</u>

(Continued next page)

The accompanying notes are an integral part of these consolidated financial statements.

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Consolidated Statements of Operations and Changes in Net Assets (Concluded)**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Unrestricted net assets, controlling interest		
Excess (deficiency) of revenues and other support over expenses attributable to controlling interest	\$ 1,912,835	\$ (9,006,338)
Net assets released from restrictions for capital expenditure	<u>358,743</u>	<u>270,000</u>
Increase (decrease) in unrestricted net assets, controlling interest	2,271,578	(8,736,338)
Unrestricted net assets, noncontrolling interest		
Excess (deficiency) of revenues and other support over expenses	<u>177</u>	<u>(656)</u>
Increase (decrease) in unrestricted net assets	<u>2,271,755</u>	<u>(8,736,994)</u>
Temporarily restricted net assets		
Restricted contributions	467,872	279,123
Net assets released from restrictions	<u>(389,108)</u>	<u>(278,360)</u>
Increase in temporarily restricted net assets	<u>78,764</u>	<u>763</u>
Permanently restricted net assets		
Change in beneficial interest in perpetual trusts	<u>(2,996)</u>	<u>(7,977)</u>
Decrease in permanently restricted net assets	<u>(2,996)</u>	<u>(7,977)</u>
Increase (decrease) in net assets	2,347,523	(8,744,208)
Net assets, beginning of year	<u>38,036,618</u>	<u>46,780,826</u>
Net assets, end of year	\$ <u>40,384,141</u>	\$ <u>38,036,618</u>

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The accompanying notes are an integral part of these consolidated financial statements.

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2016 and 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Increase (decrease) in net assets	\$ 2,347,523	\$ (8,744,208)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities		
Depreciation and amortization	3,432,635	3,538,800
Provision for bad debts	5,715,934	5,736,493
Equity in earnings of unconsolidated joint venture	(14,540)	(31,615)
Contributions restricted for long-term investment	(358,743)	(270,000)
Amortization reflected as interest	22,389	26,780
Net unrealized losses on investments	999,635	567,733
(Gain) loss on sale of fixed assets	(31,006)	54,996
Gain on extinguishment of long-term debt	(2,530,294)	-
Realized gain on sale of investments	(716,392)	(400,023)
Net change in beneficial interest in perpetual trusts	2,996	7,977
(Increase) decrease in		
Patient accounts receivable	(6,000,984)	(5,418,246)
Inventories	(141,055)	120,323
Prepaid expenses and other current assets	(25,827)	(82,697)
Other receivables	(158,417)	152,344
Increase (decrease) in		
Accounts payable	(274,359)	(118,810)
Accrued wages	13,675	13,246
Other current liabilities	94,531	(77,046)
Due to third-party payors	2,308,859	6,970,288
Net cash provided by operating activities	<u>4,686,461</u>	<u>2,046,335</u>
Cash flows from investing activities		
Proceeds on sale of fixed assets	38,527	11,500
Purchase of property and equipment	(5,595,711)	(2,089,850)
Contributions to joint venture	(5,000)	-
Distributions from joint venture	25,000	25,000
Proceeds on sales of investments whose use is limited	5,630,450	3,160,145
Purchases of investments whose use is limited	(2,431,282)	(3,368,291)
Notes receivable, net repayments	43,540	27,127
Net cash used by investing activities	<u>(2,294,476)</u>	<u>(2,234,369)</u>
Cash flows from financing activities		
Payments on capital lease obligations	(33,826)	(93,929)
Payments on long-term debt	(1,227,304)	(894,632)
Contributions restricted for long-term investment	358,743	270,000
Net cash used by financing activities	<u>(902,187)</u>	<u>(718,561)</u>
Increase (decrease) in cash and cash equivalents	1,489,798	(906,595)
Cash and cash equivalents, beginning of year	<u>15,628,138</u>	<u>16,534,733</u>
Cash and cash equivalents, end of year	\$ <u>17,117,936</u>	\$ <u>15,628,138</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	\$ <u>651,604</u>	\$ <u>825,019</u>

Supplemental disclosure of noncash transactions:

During 2016, the Organization refinanced a \$4,500,000 note payable with another bank for the same amount. This refinancing has been treated as a noncash transaction.

During 2015, the Organization entered into a capital lease agreement in the amount of \$80,000. The proceeds from this lease and the corresponding asset addition have been treated as a noncash transaction.

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The accompanying notes are an integral part of these consolidated financial statements.

## **SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

#### **Organization**

Speare Memorial Hospital (Hospital) and Subsidiaries (collectively, the Organization) provides medical services on an inpatient, outpatient and physician basis. The Organization is a provider of health services with facilities in Plymouth, New Hampshire. The Organization grants credit to patients, substantially all of whom are local residents. Effective May 1, 2005, the Organization was designated as a critical access hospital. The statements also include:

Speare Health Venture, Inc. (SHV) formerly Plymouth Hospital Professional Building, the Organization's wholly-owned subsidiary, which holds a 50% equity interest in a joint venture, Plymouth Regional Rehabilitation Services, LLC.

Speare Health Network (SHN), the Organization's 50% owned subsidiary, which is a physician/hospital organization.

Speare Memorial at Boulder Point, Inc. (SMBP), the Organization's wholly-owned subsidiary, which provides professional rental space to the Organization in Plymouth, New Hampshire.

Effective June 25, 2015 the Hospital and LRG Healthcare formed a Limited Liability Company called Asquam Community Health Collaborative, LLC (ACHC). ACHC will be capitalized by equal initial contributions of \$5,000 made by each member. ACHC currently has the two equal members and may admit additional members in the future with the consent of original members. ACHC's purpose is to conduct (1) joint purchasing, management and use arrangements involving information technology and other major equipment; (2) shared administrative and other supportive services; (3) the exchange of wage, price, cost and/or clinical outcomes (i.e., quality data) as permitted by law; (4) development and/or participation in innovative healthcare delivery platforms; and (5) other activities as determined by consent of the Members. Its initial activity is to jointly purchase an Electronic Healthcare Record (EHR) system. The Hospital is accounting for ACHC under the equity method as noted in Note 1.

A Board of Managers was created to manage the business affairs of ACHC. The size of this Board of Managers is designed to be no less than two (2) and no more than eight (8) and each member will appoint the same number of managers as the other member. The initial size of the Board of Managers is four (4), two from each member.

#### **1. Significant Accounting Policies**

##### **Principles of Consolidation**

These consolidated financial statements include the accounts of the Hospital and its subsidiaries, SMBP, SHV, and SHN. All significant intercompany transactions have been eliminated in consolidation.

## **SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

#### **Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles 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**

All investments that are not limited as to use with a maturity of three months or less at the time of acquisition are considered cash equivalents. Cash equivalents include checking accounts, money market accounts, demand deposits and petty cash. The carrying value of cash equivalents approximates fair value.

#### **Patient Accounts Receivable**

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to operations and a credit to a valuation allowance based on its assessment of the current status 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 patient accounts receivable. Credit is extended without collateral.

In evaluating the collectibility of accounts receivable, the Organization analyzes past results 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 in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the Organization 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 include both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the Organization records a provision for bad debts in the period of service based on past experience, which indicates that many patients are unable or unwilling to pay amounts for which they are financially responsible. The difference between the standard rates (or on the basis of discounted rates, by State law, or provided by policy) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged against the allowance for doubtful accounts.

During 2016, the Organization increased its estimate from \$3,902,231 to \$4,793,706 in the allowance for doubtful accounts relating to self-pay patients and during 2015 the Organization decreased its estimate from \$4,129,465 to \$3,902,231 in the allowance for doubtful accounts relating to self-pay patients. During 2016, self-pay write-offs decreased from \$5,771,998 to \$5,244,510 and during 2015 self-pay write-offs decreased from \$7,488,563 to \$5,771,998. Such changes in write-off amounts resulted from trends experienced in the collection of amounts from self-pay patients and the aging of the receivable balances.

## **SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

#### **Supplies Inventory**

Supplies inventory is stated at the lower of cost (first-in, first-out) or market.

#### **Investments and Investment Income**

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value. The Organization accounts for its investment portfolio in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic (ASC) 825, *Financial Instruments*, and, accordingly, investment income or loss (including realized gains and losses on investments, interest and dividends) and unrealized gains and losses are included in the excess (deficiency) of revenues and other support over expenses unless the income is restricted by donor or 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 consolidated balance sheets.

#### **Investment in Joint Venture**

Investments in entities where the Hospital or its subsidiaries own more than 20% and less than 51% and do not have controlling operational influence are recorded under the equity method. Under the equity method of accounting, an investee company's accounts are not reflected within the Organization's consolidated balance sheets and statements of operations; however, the Organization's share of the earnings or losses of the investee company is reflected in the caption "equity in earnings of unconsolidated joint venture" in the consolidated statements of operations and changes in net assets - unrestricted. The Organization's carrying value in an equity method investee company in which it is a party to a joint venture is reflected in the caption "investment in joint venture" in the Organization's consolidated balance sheets.

When the Organization's carrying value in an equity method investee company is reduced to zero, no further losses are recorded in the Organization's consolidated financial statements unless the Organization guaranteed obligations of the investee company or has committed additional funding.

An investment in an entity where the Hospital or its subsidiaries own less than 20% and do not have significant operating influence is recorded at cost.

#### **Assets Limited as to Use**

Assets limited as to use include assets set aside by the Board of Directors for future capital improvements and long-term investment purposes, over which the Board retains control and which it may at its discretion subsequently use for other purposes. In addition, assets limited as to use includes assets externally designated under bond indenture agreements and assets restricted by donors.

## **SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

#### **Donor Contributions**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received to the extent estimated to be collectible by the Organization. Contributions received with donor restrictions that limit the use of the donated assets are reported as either temporarily or permanently restricted support. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions. Donor restricted contributions whose restrictions are met within the same year as received are included in nonoperating income (expense) in the accompanying consolidated financial statements.

#### **Goodwill Impairment**

The Organization evaluates the carrying value of goodwill annually or when events occur or circumstances change that would more likely than not reduce the fair value of the reporting unit below its carrying amount. Such circumstances could include, but are not limited to:

- i. A significant adverse change in legal factors or in business climate,
- ii. Unanticipated competition, or
- iii. An adverse action or assessment by a regulator.

When evaluating whether goodwill is impaired, the Organization compares the fair value of the reporting unit to which the goodwill is assigned to the reporting unit's carrying amount, including goodwill. The fair value of the reporting unit is estimated using a combination of the income, or discounted cash flows, approach and the market approach, which utilizes comparable companies' data. If the carrying amount of the reporting unit exceeds its fair value, then the amount of the impairment loss must be measured. The impairment loss would be calculated by comparing the implied fair value of the reporting unit goodwill to its carrying amount. An impairment loss would be recognized when the carrying amount of goodwill exceeds its implied fair value. The Organization's evaluation of goodwill completed during 2016 and 2015 resulted in no impairment losses.

#### **Intangible Asset Impairment**

The Organization evaluates the recoverability of identifiable intangible assets whenever events or changes in circumstances indicate that an intangible asset's carrying amount may not be recoverable. Such circumstances could include, but are not limited to:

- i. A significant decrease in market value of an asset,
- ii. A significant adverse change in the extent or manner in which an asset is used, or
- iii. An accumulation of costs significantly in excess of the amount originally expected for the acquisition of an asset.

## **SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

The Organization measures the carrying amount of the asset against the estimated undiscounted future cash flows associated with it. Should the sum of the expected future net cash flows be less than the carrying value of the asset being evaluated, an impairment loss would be recognized. The impairment loss would be calculated as the amount by which the carrying value of the asset exceeds its fair value. The Organization did not recognize an impairment charge relative to intangible assets for the years ended June 30, 2016 and 2015.

#### **Property and Equipment**

Property and equipment acquisitions are recorded at cost. Property and equipment donated for Organization operations are recorded at fair value at the date of receipt. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

Gifts of long-lived assets such as land, buildings or equipment are reported as increases in unrestricted net assets at fair market value and are excluded from the excess (deficiency) of revenues and other support over expenses. 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 or construct long-lived assets are reported as restricted support. Absent explicit donor stipulation 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.

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 leases is amortized on the straight-line method over the estimated useful life of the equipment. Such amortization is included in depreciation and amortization in the consolidated financial statements.

Works of art are maintained as collections and, accordingly, are not depreciated.

#### **Assets Held for Sale**

Assets held for sale are reported at the lower of carrying value or fair value less cost to sell. Assets held for sale represent land and a building located in Bristol, New Hampshire.

#### **Deferred Financing Costs**

Costs incurred in connection with the issuance of long-term debt are deferred and amortized over the term of the related financing on a straight-line basis.

## **SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

#### **Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are used to differentiate resources, the use of which is restricted by donors or grantors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity. Appreciation on investments of permanently restricted net assets, unless otherwise stated by the donor, is recorded within temporarily restricted net assets until appropriated pursuant to proper governing Board action.

#### **Excess (Deficiency) of Revenues and Other Support Over Expenses**

The consolidated statements of operations and changes in net assets include excess (deficiency) of revenues and other support over expenses. Changes in unrestricted net assets which are excluded from these measures, consistent with industry practice, include permanent transfers of assets to and from affiliates for other than goods and services 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).

#### **Net Patient Service Revenue**

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges and per diem payments. 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.

The Organization recognizes patient service revenue associated with services rendered to patients who have third-party payor coverage on the basis of contractual rates for such services. For uninsured patients that do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates (or on the basis of discounted rates, by State law or provided by policy). Based on historical trends, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services rendered. Thus, the Organization records a provision for bad debts related to uninsured patients in the period the services are rendered.

#### **Community Care**

The Organization provides care to patients who meet certain criteria under its community 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 community care, they are not reported as revenue.

## **SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

#### **Self-Insurance**

The Organization has elected to self-insure employee dental and health benefits for services that are provided at the Organization to participating employees and their covered dependents. A provision is accrued for self-insured employee health claims including both claims reported and claims incurred but not yet reported. The accrual is estimated based upon prior lagging claims experience, recently incurred claims and other qualitative factors. The accrued self-insurance reserve was approximately \$450,000 and \$289,000 as of June 30, 2016 and 2015, respectively. It is reasonably possible that the Organization's estimate will change by a material amount in the near term. Stop-loss insurance has been purchased to cover unusually large claims for services not performed at the Organization. This stop-loss insurance coverage consists of \$90,000 on each individual participating employee. There is no stop-loss insurance coverage for services performed at the Organization.

#### **Income Taxes**

The Organization has been determined by the Internal Revenue Service to be a tax-exempt charitable organization as described in Section 501(c)(3) of the Internal Revenue Code (Code), whereby, only unrelated business income, as defined by Section 512(a)(1) of the Code, is subject to federal income tax. Accordingly, no provision for federal income taxes has been recorded in the accompanying consolidated financial statements.

SHV is a taxable corporation and is subject to federal and New Hampshire income taxes.

SHN is a partnership that has elected to be taxed as a corporation and is subject to federal and New Hampshire income taxes.

SMBP is a not-for-profit corporation as described in Section 501(c)(3) of the Code and is exempt from federal income taxes on related income pursuant to Section 509(a)(3) of the Code.

#### **Concentration of Credit Risk**

Financial instruments that potentially expose the Organization to concentrations of credit and market risks consist primarily of cash and investments. The Organization maintains cash in bank deposit accounts, which, at times, may exceed federally insured limits. They have not experienced any losses in such accounts. The Organization's investments do not represent significant concentrations of market risk inasmuch as the Organization's investment portfolio is adequately diversified among issuers.

#### **Subsequent Events**

For purposes of the preparation of these consolidated financial statements, the Organization has considered transactions or events occurring through October 7, 2016, which was the date the consolidated financial statements were issued.

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**2. Net Patient Service Revenue and Patient Accounts Receivable**

Net patient service revenue consists of the following for the years ended June 30:

	<u>2016</u>	<u>2015</u>
Patient services		
Inpatient	\$ 23,640,449	\$ 23,688,008
Outpatient	<u>89,319,723</u>	<u>84,453,607</u>
Gross patient service revenue	<u>112,960,172</u>	<u>108,141,615</u>
Less Medicare and Medicaid allowances	36,132,775	38,944,859
Less other contractual allowances	18,846,686	18,076,275
Less community care	<u>1,352,998</u>	<u>2,846,647</u>
	<u>56,332,459</u>	<u>59,867,781</u>
Patient service revenue (net of contractual allowances and discounts)	56,627,713	48,273,834
Less provision for bad debts	<u>5,715,934</u>	<u>5,736,493</u>
Net patient service revenue	\$ <u>50,911,779</u>	\$ <u>42,537,341</u>

Details of patient accounts receivable at June 30 are as follows:

	<u>2016</u>	<u>2015</u>
Gross patient accounts receivable	\$ 20,861,269	\$ 19,572,845
Less allowance for contractual adjustments	8,269,215	8,157,316
Less allowance for doubtful accounts	<u>4,793,706</u>	<u>3,902,231</u>
Net patient accounts receivable	\$ <u>7,798,348</u>	\$ <u>7,513,298</u>

The Organization has agreements with third-party reimbursing agencies that provide for payments at amounts different from its established rates. A summary of the payment arrangements with major third-party reimbursing agencies follows:

## SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

June 30, 2016 and 2015

#### Medicare

Inpatient acute care services rendered to Medicare program beneficiaries are paid under a cost reimbursement methodology. Outpatient services are paid based on a combination of rate schedules and reimbursed cost. The Hospital is reimbursed for cost reimbursable items at an interim rate with final settlement determined 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 Medicare fiscal intermediary through June 30, 2011. Revenues from the Medicare program accounted for approximately 41% of the Hospital's gross patient revenue for the years ended June 30, 2016 and 2015.

#### Medicaid

Inpatient services rendered to Medicaid program beneficiaries are reimbursed at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical, diagnostic and other factors, and are not subject to retroactive adjustment. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under a cost reimbursement methodology. 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 fiscal intermediary. The Hospital's Medicaid cost reports have been audited by the fiscal intermediary through June 30, 2011. Revenues from the Medicaid program accounted for approximately 15% and 14% of the Hospital's gross patient revenue for the years ended June 30, 2016 and 2015, respectively.

#### Other

The Organization has entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the Organization is primarily prospectively determined rates per discharge, discounts from established charges, and prospectively determined daily rates.

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. In 2016 and 2015, net patient service revenue decreased approximately \$2,268,000 and \$4,988,000, respectively, due to the recognition of settlements or the removal of allowances no longer subject to audits, reviews, and investigations.

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

The Organization recognizes patient service revenue associated with services rendered to patients who have third-party payor coverage on the basis of contractual rates for such services. For uninsured patients that do not qualify for community care, the Organization recognizes revenue on the basis of its standard rates (or on the basis of discounted rates, by State law or provided by policy). Based on historical trends, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services rendered. Thus, the Organization records a provision for bad debts related to uninsured patients in the period the services are rendered. Patient service revenue, net of contractual allowances and discounts (but before the provision for bad debts), recognized during the fiscal year ended June 30, 2016 totaled \$56,627,713, of which \$52,131,417 was revenue from third-party payors and \$4,496,296 was revenue from self-pay patients, and for the fiscal year ended June 30, 2015 totaled \$48,273,834, of which \$42,606,277 was revenue from third-party payors and \$5,667,557 was revenue from self-pay patients.

**3. Community Care**

The Organization maintains records to identify and monitor the level of community care it provides. These records include the amount of charges foregone for services and supplies furnished under its community care policy, the estimated cost of those services and supplies, and equivalent service statistics. The following information measures the level of community care provided during the years ended June 30:

	<u>2016</u>	<u>2015</u>
Charges foregone, based on established rates	\$ 1,353,000	\$ 2,847,000
Estimated costs incurred to provide charity care	641,000	1,410,000
Equivalent percentage of charity care services to all services	1.20%	2.63%

Costs of providing community care services have been estimated based on the relationship of total expenses to total charges applied to community care charges foregone.

**4. Notes Receivable**

The Organization has entered into several unsecured notes receivable with providers, at varying terms. The total notes receivable outstanding at June 30, 2016 and 2015 are as follows:

	<u>2016</u>	<u>2015</u>
Providers	\$ 102,751	\$ 191,296
Less: Allowance for doubtful accounts	<u>(62,329)</u>	<u>(107,334)</u>
	40,422	83,962
Less: Current portion	<u>(25,537)</u>	<u>(48,683)</u>
	\$ <u>14,885</u>	\$ <u>35,279</u>

## SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

June 30, 2016 and 2015

#### 5. Investment in Joint Venture

During 2011, the Organization's wholly-owned subsidiary, SHV, purchased a 50% equity interest in Plymouth Regional Rehabilitation Services, LLC, an entity that provides rehabilitation and physical therapy services to Plymouth, New Hampshire and the surrounding area.

The following is a summary of the Organization's equity method investment in the joint venture for the years ended June 30:

	<u>2016</u>	<u>2015</u>
Balance at beginning of year	\$ 224,617	\$ 218,002
Contributions	5,000	-
Distributions	(25,000)	(25,000)
Equity in net earnings	<u>14,540</u>	<u>31,615</u>
Balance at end of year	<u>\$ 219,157</u>	<u>\$ 224,617</u>

Summarized financial information for Plymouth Regional Rehabilitation Services, LLC is as follows for the years ended June 30 (unaudited):

	<u>2016</u>	<u>2015</u>
Net revenues	\$ 1,243,453	\$ 1,196,915
Operating expenses	<u>1,214,373</u>	<u>1,133,685</u>
Net income	<u>\$ 29,080</u>	<u>\$ 63,230</u>
SHV's equity in earnings	<u>\$ 14,540</u>	<u>\$ 31,615</u>

#### 6. Goodwill and Other Intangibles

In January 2011, the Organization completed the asset purchase of a New Hampshire limited liability company which provided rehabilitation and physical therapy services in the Plymouth, New Hampshire and surrounding area. The assets acquired, inclusive of allocated legal fees, included goodwill in the amount of \$890,002 and other intangible assets totaling \$148,400. The intangible assets included a covenant not-to-compete and the books and records of the Company with a weighted-average useful life of approximately 12 years.

The Organization incurred costs to obtain financing for construction programs that are amortized over the repayment periods of associated long-term debt. The amortization expense associated with these costs was \$22,389 and \$26,780 for the years ended June 30, 2016 and 2015, respectively, and is included in interest expense in the consolidated statement of operations and changes in net assets - restricted.

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

The Organization had the following amounts related to goodwill and other intangible assets as of June 30:

	<u>2016</u>			<u>2015</u>
	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization and Impairment</u>	<u>Net Carrying Amount</u>	<u>Net Carrying Amount</u>
Goodwill	<b>\$ 890,002</b>	<b>\$ _____</b>	<b>\$ 890,002</b>	<b>\$ 890,002</b>
Other intangibles				
Covenant not-to-compete	43,893	(43,893)	-	4,390
Books and records	104,507	(38,410)	66,097	73,084
Deferred financing costs	<u>279,335</u>	<u>(39,384)</u>	<u>239,951</u>	<u>202,254</u>
Total other intangibles	<b>\$ 427,735</b>	<b>\$ (121,687)</b>	<b>\$ 306,048</b>	<b>\$ 279,728</b>

**7. Property and Equipment**

Property and equipment consisted of the following as of June 30:

	<u>2016</u>	<u>2015</u>
Land and land improvements	\$ 2,560,052	\$ 2,560,981
Buildings and improvements	37,939,642	37,262,086
Equipment	17,765,386	17,597,069
Capital leases	80,000	80,000
Works of art	<u>67,183</u>	<u>67,183</u>
	<b>58,412,263</b>	57,567,319
Less accumulated depreciation and amortization	<u>31,269,483</u>	<u>28,599,404</u>
	<b>27,142,780</b>	28,967,915
Construction in progress	<u>4,427,279</u>	<u>495,299</u>
Property and equipment, net	<b>\$ 31,570,059</b>	<b>\$ 29,463,214</b>

During 2016, the Hospital Board of Directors approved approximately \$5.3 million in capital expenditures to acquire and implement a hospital-wide software solution to include inpatient clinical information systems, revenue and financial management systems, supply chain, and human resource management systems. At June 30, 2016, approximately \$4.2 million of expenditures, including approximately \$85,000 in capitalized interest, are included in construction in progress related to this project. The project is estimated to be completed by December 1, 2016 and is being financed through operations and remaining proceeds from the 2012 bond.

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**8. Funds Held by Trustee under Revenue Bond Agreement**

The Organization had \$3,283,086 in cash held by a trustee under the New Hampshire Health and Education Facilities Authority (the "Authority") Series 2012 revenue bond agreement as of June 30, 2015. During 2016 these funds were utilized for capital expenditures as discussed in Note 7.

**9. Beneficial Interest in Perpetual Trusts**

Donors have established and funded certain trusts, which are administered by third parties. Under the terms of the trusts, the Organization has the irrevocable right to receive a portion of the income earned on the trust assets in perpetuity. The Organization's interest in the investment income of the trusts ranges from 10-33% and is unrestricted. The assets are reported at fair market value and totaled \$312,231 and \$315,227 as of June 30, 2016 and 2015, respectively.

**10. Investments**

Investments consist of the following at June 30:

	<u>2015</u>	<u>2014</u>
Externally designated investments under bond agreement	\$ -	\$ 3,283,086
Internally designated investments	21,072,161	21,019,421
Endowment and temporarily restricted investments	538,728	464,027
Other investments	<u>14,296</u>	<u>341,062</u>
	<u>\$ 21,625,185</u>	<u>\$ 25,107,596</u>

The composition of investments whose use is limited or restricted at June 30 is set forth in the following table. Investments are stated at fair value.

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 1,406,903	\$ 4,842,930
Fixed income funds	7,471,088	7,589,677
Marketable equity securities	<u>12,747,194</u>	<u>12,674,989</u>
	<u>\$ 21,625,185</u>	<u>\$ 25,107,596</u>

Investment income (loss) and gains and (losses) on investments during the years ended June 30 are as follows:

	<u>2015</u>	<u>2014</u>
Interest and dividends	\$ 212,209	\$ 205,110
Realized gains on sales of securities	716,392	400,023
Unrealized losses on securities	<u>(999,635)</u>	<u>(567,733)</u>
	<u>\$ (71,034)</u>	<u>\$ 37,400</u>

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**Fair Value Measurements**

FASB ASC Topic 820, *Fair Value Measurement*, 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.

**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.

FASB ASC Topic 825 provides the option to elect fair value as an alternative measurement for selected financial assets and liabilities not previously required to be recorded at fair value. The Organization carries its investments in accordance with ASC Topic 825, measured utilizing the framework provided by ASC Topic 820.

The following table summarizes the valuation of the Organization's investments carried in accordance with ASC Topic 825 and assets held in trust by the fair value hierarchy levels as of June 30, 2016:

	<u>Total</u>	Quoted Prices in Active Markets <u>(Level 1)</u>	Significant Other Observable Inputs <u>(Level 2)</u>	Significant Unobservable Inputs <u>(Level 3)</u>
Assets measured at fair value on recurring basis				
Cash and cash equivalents	\$ 1,406,903	\$ 1,406,903	\$ -	\$ -
Fixed income funds	7,471,088	7,471,088	-	-
Marketable equity securities	12,747,194	12,747,194	-	-
Beneficial interest in perpetual trusts	<u>312,231</u>	<u>-</u>	<u>-</u>	<u>312,231</u>
<b>Total assets</b>	<b>\$ <u>21,937,416</u></b>	<b>\$ <u>21,625,185</u></b>	<b>\$ <u>-</u></b>	<b>\$ <u>312,231</u></b>

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

The following table summarizes the valuation of the Organization's investments carried in accordance with ASC Topic 825 and assets held in trust by the fair value hierarchy levels as of June 30, 2015:

	<u>Total</u>	<u>Quoted Prices in Active Markets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Assets measured at fair value on recurring basis				
Cash and cash equivalents	\$ 4,842,930	\$ 4,842,930	\$ -	\$ -
Fixed income funds	7,589,677	7,589,677	-	-
Marketable equity securities	12,674,989	12,674,989	-	-
Beneficial interest in perpetual trusts	<u>315,227</u>	<u>-</u>	<u>-</u>	<u>315,227</u>
Assets limited as to use	<u>\$ 25,422,823</u>	<u>\$ 25,107,596</u>	<u>\$ -</u>	<u>\$ 315,227</u>

The fair value of the beneficial interest in perpetual trusts is based on the quoted market prices of underlying assets, but is classified as Level 3 as there is no market in which to trade the beneficial interest itself.

The following is a reconciliation of assets in which significant unobservable inputs (Level 3) were used in determining fair value at June 30:

Balance, July 1, 2014	\$ 323,204
Change in value of trusts	<u>(7,977)</u>
Balance, June 30, 2015	315,227
Change in value of trusts	<u>(2,996)</u>
<b>Balance, June 30, 2016</b>	<b><u>\$ 312,231</u></b>

# SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

June 30, 2016 and 2015

### 11. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets are restricted to the following at June 30:

	<u>2016</u>	<u>2015</u>
Temporarily restricted:		
Capital improvements and equipment acquisitions	\$ 195,293	\$ 97,326
Education	77,292	96,495
Appreciation of endowment fund	<u>4,064</u>	<u>4,064</u>
	<u>\$ 276,649</u>	<u>\$ 197,885</u>
Permanently restricted:		
Investments to be held in perpetuity, the income of which is restricted by donors for specific purposes	\$ 266,142	\$ 266,142
Beneficial interest in perpetual trusts	<u>312,231</u>	<u>315,227</u>
	<u>\$ 578,373</u>	<u>\$ 581,369</u>

### 12. Long-Term Debt

In April 2016, the Organization in conjunction with the Authority, issued \$4,164,574 of tax-exempt and \$335,426 of taxable revenue bonds (Series 2016A and Series 2016B, respectively). The proceeds were to refinance the Organization's outstanding short-term bridge loan. The bridge loan was used to pay off the Organization's outstanding interest bearing note payable in December 2015. The bonds are collateralized by the gross receipts of the Organization and a security interest in certain property of the Organization as defined by the bond documents.

In December 2012, the Organization in conjunction with the Authority issued \$21,100,000 of tax-exempt revenue bonds (Series 2012). The Series 2012 bonds were issued in order to pay off the Organization's outstanding Series 2010 tax-exempt revenue bond obligation totaling \$3,710,435 and provide advance-refunding for the Organization's outstanding Series 2004 tax-exempt revenue bond obligation totaling \$12,005,000. The bonds are collateralized by the gross receipts of the Organization and a security interest in certain property of the Organization as defined by the bond documents. The net proceeds from the issuance were used to finance the Organization's capital expenditures.

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

Long-term debt consists of the following obligations at June 30:

	<u>2016</u>	<u>2015</u>
<i>Bonds Payable</i>		
Series 2012, 25-year bonds (2.20% at June 30, 2016). Payable in 300 monthly principal and interest payments. Monthly principal payments range from \$40,882 in 2015 to \$76,192 in 2038.	\$ 14,960,619	\$ 15,363,193
Series 2012, 10-year bonds (1.72% at June 30, 2016). Payable in 120 monthly principal and interest payments. Monthly principal payments range from \$40,259 in 2015 to \$45,390 in 2023.	3,352,419	3,835,529
Series 2016A, tax-exempt bonds (1.79% at June 30, 2016). Interest only payments through June 2017 and then 162 monthly principal and interest payments. Monthly principal payments range from \$22,960 in 2018 to \$28,860 in 2031.	4,164,574	-
Series 2016B, taxable bonds (2.76% at June 30, 2016). Payable in 15 monthly principal and interest payments. Monthly principal payments range from \$18,907 to \$22,960.	290,326	-
<i>Notes Payable</i>		
Non-interest bearing note payable, unsecured, payable in 15 annual installments of \$15,000 and interest at an imputed rate of 2.08%, maturing July 1, 2020.	56,978	70,498
Capital lease, payable in 12 monthly installments of \$6,776, paid in 2016.	-	33,626
Interest bearing note payable, first security on all SMBP assets, payable in 83 monthly interest only payments at 4.596% commencing on February 1, 2009 and ending with one lump-sum principal payment made on December 23, 2015.	-	4,500,000
Interest bearing note payable, fourth priority lien on SMBP land and building, payable in 131 monthly interest only payments at 4.596% commencing on February 1, 2009 and ending December 1, 2019, 228 monthly principal and interest payments of \$18,632 commencing on January 1, 2020 and ending December 1, 2038 and a final payment of any outstanding principal and accrued interest due at the maturity date, December 23, 2038. After the seventh anniversary of the note, and pending certain other events, the lender has a Put Option to require SMBP to purchase the note for a Put Price of \$283,000, which was exercised in 2016.	-	2,813,294
	<u>22,824,916</u>	<u>26,616,140</u>
Less current portion	<u>1,291,051</u>	<u>8,343,958</u>
Long-term debt, excluding current portion	<u>\$ 21,533,865</u>	<u>\$ 18,272,182</u>

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

Scheduled principal repayments on long-term debt are as follows:

	<u>Bonds Payable</u>	<u>Notes Payable</u>	<u>Total</u>
2017 (included in current liabilities)	\$ 1,277,247	\$ 13,804	\$ 1,291,051
2018	1,305,010	14,093	1,319,103
2019	1,333,359	14,389	1,347,748
2020	1,362,469	14,692	1,377,161
2021	1,392,173	-	1,392,173
Thereafter	<u>16,097,680</u>	<u>-</u>	<u>16,097,680</u>
	<u>\$22,767,938</u>	<u>\$ 56,978</u>	<u>\$22,824,916</u>

The indentures related to the Authority bonds contain provisions regarding debt service coverage ratio, unrestricted cash and investments to funded debt ratio, limitation on additional indebtedness, liens on property and equipment, and restrictions on encumbering revenues. The Organization was in compliance with these requirements at June 30, 2016.

**13. Retirement Program**

The Organization adopted a tax sheltered annuity plan under 403(b) of the Code for eligible employees, effective July 1, 1987. Each year, the Organization contributes 4% of base pay and a dollar for dollar match of employee contributions up to 4.5% of eligible compensation. Contributions to the plan for the years ended June 30, 2016 and 2015 amounted to \$1,305,873 and \$1,343,818, respectively.

**14. Commitments and Contingencies**

**Professional Liability Insurance**

The Organization is covered under a claims made medical malpractice insurance policy. Malpractice claims have been asserted against the Organization by claimants and are in various stages of processing. Management estimates that any claims against the Organization for incidents that have occurred will not result in a loss in excess of the insurance coverage available.

FASB Accounting Standards Update (ASU) 2010-24, Health Care Entities (Topic 954): *Presentation of Insurance Claims and Recoveries*, provides clarification to companies in the health care industry on the accounting for professional liability and similar insurance. ASU 2010-24 states that insurance liabilities should not be presented net of insurance recoveries and that an insurance receivable should be recognized on the same basis as the liabilities, subject to the need for a valuation allowance for uncollectible accounts. The Organization has evaluated its exposure to losses arising from identifiable potential claims and has determined that no accrual is necessary for the years ended June 30, 2016 and 2015.

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

Operating Leases

The Organization leases equipment and office space under various operating lease agreements with unrelated parties. In addition, the Organization has a 30-year lease commitment with SMBP that commenced in 2010. The monthly rent expense for the first seven years is \$41,882 or \$502,582 per annum. From and after the first seven years, the base rent shall be determined and adjusted annually equal to 105% of the debt service charge for mortgage loans then collateralized by the premises, together with reasonable administrative overhead as mutually agreed upon, and together with \$34,916, all payable in equal monthly installments. In addition, the Organization will be responsible for additional rent payments to cover taxes, betterments, insurance, maintenance and other agreed-upon charges.

The Organization also paid rent expense to unrelated parties of \$218,340 and \$177,169 for the years ended June 30, 2016 and 2015, respectively.

The following is a schedule of future minimum lease payments required under operating leases to unrelated parties:

Year ending June 30,	
2017	\$ 214,100
2018	135,800
2019	95,000
2020	75,600
2021	<u>30,200</u>
	<u>\$ 550,700</u>

Related party rental income and expense are eliminated for consolidating purposes. The following schedule reflects the future minimum lease payments including related party rent as of June 30, 2016:

2017	\$ 502,582
2018	502,582
2019	502,582
2020	502,582
2021	502,582
Thereafter	<u>9,046,476</u>
	<u>\$11,559,386</u>

## SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

June 30, 2016 and 2015

During 2012, the Hospital and SMBP entered into agreements with the Town of Plymouth, New Hampshire Municipal Corporation (Town) related to the tax-exempt status of their operating facilities. As part of the agreements, the Hospital and SMBP have agreed to provide a payment in lieu of taxes, on an annual basis, commencing July 31, 2012, in the amounts of \$15,000 and \$22,000, respectively. The Town has agreed to accept these payments annually through calendar year 2020. The following schedule reflects the future payments in lieu of taxes as of June 30, 2016:

2017	\$ 37,000
2018	37,000
2019	37,000
2020	37,000
2021	<u>37,000</u>
Total future payments in lieu of taxes	<u>\$ 185,000</u>

#### Participation Agreement between ACHC and the Hospital

In conjunction with the formation of ACHC, the Hospital has entered into a participation agreement with ACHC whereby the Hospital, as an ACHC member, has agreed to participate in ACHC's agreements with Cerner Corporation (Cerner) and S&P Consultants, Inc. (S&P) and share in 20% of the costs of the services as defined in the Cerner and S&P agreements related to the implementation of an EHR system at the Hospital and LRG Healthcare. LRG Healthcare has agreed to participate in 80% of those costs. The Cerner agreement has an initial term of seven (7) years with successive 36-month terms and the S&P agreement is a continuous agreement.

#### **15. Medicaid Enhancement Tax and Disproportionate Share Payments**

Section 1923 of the Social Security Act, as amended, requires that States make Medicaid disproportionate share hospital (DSH) payments to hospitals that serve disproportionately large numbers 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. DSH amounts recorded by the Organization are therefore subject to change upon audit and the Organization has included a reserve of \$7,910,000 in due to third-party payors in 2016 and 2015, related to potential audit and calculation adjustments. Each year's change in these reserves is included in the Medicare and Medicaid contractual allowances in net patient service revenue. The Organization identifies the Medicaid enhancement tax paid on net patient revenue to the State of New Hampshire as a separate expense item.

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**16. Functional Expenses**

The Organization provides general health care services to residents within its geographic location. Hospital expenses related to providing services are as follows for the years ended June 30:

	<u>2016</u>	<u>2015</u>
Health care services	\$ 48,543,039	\$ 48,744,820
General and administrative	4,870,360	4,713,785
Fundraising	<u>107,041</u>	<u>107,131</u>
	<u>\$ 53,520,440</u>	<u>\$ 53,565,736</u>

**17. Noncontrolling Interest**

Speare Health Network

The Organization's financial statements include the assets, liabilities and earnings of SHN. The Organization owns 50% of the issued common stock and exerts controlling influence over its operations. The ownership interest of the other shareholders is called noncontrolling interest.

In 1997, SHN, in conjunction with four other Physician Hospital Organizations (PHO), created a regional PHO for the purposes of contract negotiation and health care education. This entity is a limited liability company established in New Hampshire. As of June 30, 2016, the PHO consisted of only three members of which SHN has a 12% member interest.

**18. Notes with Speare Memorial at Boulder Point, Inc.**

The Organization signed two notes payable with SMBP during 2009. The proceeds of the notes are to be used to finance construction of the building site in Plymouth, New Hampshire. The notes are interest bearing at 4.596% and call for 107 monthly interest payments that commenced February 1, 2009 and end December 1, 2017. The notes mature and are due in one lump sum on December 23, 2017. The notes have been eliminated in the statement of financial position as of June 30, 2016 and 2015. The Organization's note receivable balance and SMBP's note payable balances were as follows as of June 30, 2016:

Note 1	\$ 1,540,520
Note 2	<u>500,000</u>
	<u>\$ 2,040,520</u>

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2016 and 2015**

**19. Concentration of Credit Risk**

The Organization 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 June 30 was as follows:

	<u>2016</u>	<u>2015</u>
Medicare	18 %	18 %
Medicaid	23	27
Anthem Blue Cross	6	6
Patients	21	20
Other third-party payors	<u>32</u>	<u>29</u>
	<u>100 %</u>	<u>100 %</u>

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES AND SUBSIDIARIES**

**Consolidating Balance Sheet**

**June 30, 2016**

**ASSETS**

	<u>SPEARE</u>	<u>SMBP</u>	<u>SHV</u>	<u>SHN</u>	<u>Eliminations</u>	<u>Consolidated</u>
Current assets	\$	\$	\$	\$	\$	\$
Cash and cash equivalents	16,404,101	585,176	87,246	41,413	-	17,117,936
Patient accounts receivable, net	7,798,348	-	-	-	-	7,798,348
Other receivables	205,668	-	-	-	-	205,668
Inventories	905,679	-	-	-	-	905,679
Prepaid expenses and other current assets	538,936	2,072	-	-	-	541,008
Due from related party	340,478	-	-	-	(340,478)	-
Current portion of notes receivable	25,537	-	-	-	-	25,537
Total current assets	<u>26,218,747</u>	<u>587,248</u>	<u>87,246</u>	<u>41,413</u>	<u>(340,478)</u>	<u>26,594,176</u>
Other assets						
Notes receivable, less current portion	14,885	-	-	-	-	14,885
Notes receivable, related party	2,314,755	-	-	-	(2,314,755)	-
Investment in subsidiaries	22,492	-	-	-	(22,492)	-
Investment in joint venture	5,000	-	214,157	-	-	219,157
Other investments	14,296	-	-	-	-	14,296
Beneficial interest in perpetual trusts	312,231	-	-	-	-	312,231
Goodwill	890,002	-	-	-	-	890,002
Other intangibles, net	231,813	74,235	-	-	-	306,048
Assets held for sale	232,365	-	-	-	-	232,365
Total other assets	<u>4,037,839</u>	<u>74,235</u>	<u>214,157</u>	<u>-</u>	<u>(2,337,247)</u>	<u>1,988,984</u>
Assets limited as to use						
Externally designated investments under bond agreement	-	-	-	-	-	-
Internally designated investments	21,072,161	-	-	-	-	21,072,161
Endowment and temporarily restricted investments	538,728	-	-	-	-	538,728
Total assets limited as to use	<u>21,610,889</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>21,610,889</u>
Property and equipment	53,987,397	8,890,707	-	-	(38,562)	62,839,542
Less accumulated depreciation and amortization	(28,648,979)	(2,639,507)	-	-	19,003	(31,269,483)
Property and equipment, net	25,338,418	6,251,200	-	-	(19,559)	31,570,059
Total assets	<u>\$ 77,205,893</u>	<u>\$ 6,912,683</u>	<u>\$ 301,403</u>	<u>\$ 41,413</u>	<u>\$ (2,697,284)</u>	<u>\$ 81,764,108</u>

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES AND SUBSIDIARIES**

**Consolidating Balance Sheet (Concluded)**

**June 30, 2016**

**LIABILITIES AND NET ASSETS**

	<u>SPEARE</u>	<u>SMBP</u>	<u>SHV</u>	<u>SHN</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Current liabilities</b>						
Accounts payable	\$ 1,415,500	\$ 11,982	\$ -	\$ -	\$ -	\$ 1,427,481
Accrued salaries and wages	747,058	-	-	-	-	747,058
Other current liabilities	2,620,370	-	-	-	-	2,620,370
Estimated third-party payor settlements	13,760,142	-	-	-	-	13,760,142
Due to related party	-	340,478	-	-	(340,478)	-
Current portion of long-term debt	1,019,631	271,420	-	-	-	1,291,051
<b>Total current liabilities</b>	<u>19,562,701</u>	<u>623,880</u>	<u>-</u>	<u>-</u>	<u>(340,478)</u>	<u>19,846,102</u>
<b>Noncurrent liabilities</b>						
Long-term debt, less current portion	17,350,385	4,183,480	-	-	-	21,533,865
Related party note payable	-	2,040,520	274,235	-	(2,314,755)	-
Investment in subsidiary - SMBP	(50,886)	-	-	-	50,886	-
<b>Total noncurrent liabilities</b>	<u>17,299,499</u>	<u>6,224,000</u>	<u>274,235</u>	<u>-</u>	<u>(2,263,869)</u>	<u>21,533,865</u>
<b>Total liabilities</b>	<u>36,862,200</u>	<u>6,847,880</u>	<u>274,235</u>	<u>-</u>	<u>(2,604,347)</u>	<u>41,379,967</u>
<b>Net assets</b>						
Common stock	-	-	1	-	(1)	-
Unrestricted						
Controlling interest	39,488,671	64,803	27,167	41,413	(118,837)	39,503,217
Noncontrolling interest	-	-	-	-	25,902	25,902
<b>Total unrestricted</b>	<u>39,488,671</u>	<u>64,803</u>	<u>27,168</u>	<u>41,413</u>	<u>(92,936)</u>	<u>39,529,119</u>
Temporarily restricted	276,649	-	-	-	-	276,649
Permanently restricted	578,373	-	-	-	-	578,373
<b>Total net assets</b>	<u>40,343,693</u>	<u>64,803</u>	<u>27,168</u>	<u>41,413</u>	<u>(92,937)</u>	<u>40,384,141</u>
<b>Total liabilities and net assets</b>	<u>\$ 77,205,893</u>	<u>\$ 6,912,683</u>	<u>\$ 301,403</u>	<u>\$ 41,413</u>	<u>\$ (2,697,284)</u>	<u>\$ 81,764,108</u>

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES AND SUBSIDIARIES**

**Consolidating Statement of Operations**

**Year Ended June 30, 2016**

	<u>SPEARE</u>	<u>SMBP</u>	<u>SHV</u>	<u>SHN</u>	<u>Eliminations</u>	<u>Consolidated</u>
Unrestricted revenues and other support						
Patient service revenue (net of contractual allowances and discounts)	\$ 56,627,713	\$ -	\$ -	\$ -	\$ -	\$ 56,627,713
Less provision for bad debts	<u>5,715,934</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,715,934</u>
Net patient service revenue	<u>50,911,779</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>50,911,779</u>
Other operating revenue	2,030,806	746,018	-	-	(746,018)	2,030,806
Net assets released from restrictions for operations	<u>30,365</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,365</u>
Total unrestricted revenues and other support	<u>52,972,950</u>	<u>746,018</u>	<u>-</u>	<u>-</u>	<u>(746,018)</u>	<u>52,972,950</u>
Operating expenses						
Salaries and wages	17,802,988	-	-	-	-	17,802,988
Physician fees and wages	6,885,231	-	-	-	-	6,885,231
Contract nursing and technicians	1,555,458	-	-	-	-	1,555,458
Employee health and welfare	7,198,498	-	-	-	-	7,198,498
Supplies and other	14,609,953	246,962	-	-	(674,227)	14,182,688
Medicaid enhancement tax	1,951,628	-	-	-	-	1,951,628
Depreciation and amortization	3,013,013	420,611	-	-	(989)	3,432,635
Interest	<u>316,640</u>	<u>255,516</u>	<u>9,960</u>	<u>-</u>	<u>(70,802)</u>	<u>511,314</u>
Total operating expenses	<u>53,333,409</u>	<u>923,089</u>	<u>9,960</u>	<u>-</u>	<u>(746,018)</u>	<u>53,520,440</u>
Loss from operations	<u>(360,459)</u>	<u>(177,071)</u>	<u>(9,960)</u>	<u>-</u>	<u>-</u>	<u>(547,490)</u>
Nonoperating income (expense)						
Investment income (loss), net	(76,829)	5,441	-	354	-	(71,034)
Gain on investment in subsidiaries	<u>2,349,328</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(2,349,328)</u>	<u>-</u>
Equity in earnings of unconsolidated joint venture	-	-	14,540	-	-	14,540
Unrestricted donor contributions	106,858	-	-	-	-	106,858
Grant expense	<u>(208,294)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(208,294)</u>
Bad debt recovery on nonpatient receivables	57,133	-	-	-	-	57,133
Gain on sale of fixed assets	31,005	-	-	-	-	31,005
Gain on extinguishment of long-term debt	-	2,530,294	-	-	-	2,530,294
Nonoperating income, net	<u>2,259,201</u>	<u>2,535,735</u>	<u>14,540</u>	<u>354</u>	<u>(2,349,328)</u>	<u>2,460,502</u>
Excess of revenues and gains over expenses	1,898,742	2,358,664	4,580	354	(2,349,328)	1,913,012
Less noncontrolling interest	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(177)</u>	<u>(177)</u>
Excess of revenue and gains over expenses attributable to controlling interest	1,898,742	2,358,664	4,580	354	(2,349,505)	1,912,835
Net assets released from restrictions for capital expenditures	<u>358,743</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>358,743</u>
Increase in unrestricted net assets, controlling interest	<u>\$ 2,257,485</u>	<u>\$ 2,358,664</u>	<u>\$ 4,580</u>	<u>\$ 354</u>	<u>\$ (2,349,505)</u>	<u>\$ 2,271,578</u>

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES AND SUBSIDIARIES**

**Consolidating Balance Sheet**

**June 30, 2015**

**ASSETS**

	<u>SPEARE</u>	<u>SMBP</u>	<u>SHV</u>	<u>SHN</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Current assets</b>						
Cash and cash equivalents	\$ 15,071,360	\$ 453,473	\$ 62,246	\$ 41,059	\$ -	\$ 15,628,138
Patient accounts receivable, net	7,513,298	-	-	-	-	7,513,298
Other receivables	47,251	-	-	-	-	47,251
Inventories	764,624	-	-	-	-	764,624
Prepaid expenses and other current assets	514,798	383	-	-	-	515,181
Due from related party	11,400	-	-	-	(11,400)	-
Current portion of notes receivable	<u>48,683</u>	-	-	-	-	<u>48,683</u>
Total current assets	<u>23,971,414</u>	<u>453,856</u>	<u>62,246</u>	<u>41,059</u>	<u>(11,400)</u>	<u>24,517,175</u>
<b>Other assets</b>						
Notes receivable, less current portion	35,279	-	-	-	-	35,279
Notes receivable, related party	2,304,795	-	-	-	(2,304,795)	-
Investment in subsidiaries	17,911	-	-	-	(17,911)	-
Investment in joint venture	-	-	224,617	-	-	224,617
Other investments	341,062	-	-	-	-	341,062
Beneficial interest in perpetual trusts	315,227	-	-	-	-	315,227
Goodwill	890,002	-	-	-	-	890,002
Other intangibles, net	254,202	25,526	-	-	-	279,728
Assets held for sale	<u>232,365</u>	-	-	-	-	<u>232,365</u>
Total other assets	<u>4,390,843</u>	<u>25,526</u>	<u>224,617</u>	-	<u>(2,322,706)</u>	<u>2,318,280</u>
<b>Assets limited as to use</b>						
Externally designated investments under bond agreement	3,283,086	-	-	-	-	3,283,086
Internally designated investments	21,019,421	-	-	-	-	21,019,421
Endowment and temporarily restricted investments	<u>464,027</u>	-	-	-	-	<u>464,027</u>
Total assets limited as to use	<u>24,766,534</u>	-	-	-	-	<u>24,766,534</u>
<b>Property and equipment</b>						
Property and equipment	49,216,451	8,884,729	-	-	(38,562)	58,062,618
Less accumulated depreciation and amortization	<u>(26,373,132)</u>	<u>(2,245,275)</u>	-	-	19,003	<u>(28,599,404)</u>
Property and equipment, net	<u>22,843,319</u>	<u>6,639,454</u>	-	-	<u>(19,559)</u>	<u>29,463,214</u>
Total assets	<u>\$ 75,972,110</u>	<u>\$ 7,118,836</u>	<u>\$ 286,863</u>	<u>\$ 41,059</u>	<u>\$ (2,353,665)</u>	<u>\$ 81,065,203</u>

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES AND SUBSIDIARIES**

**Consolidating Balance Sheet (Concluded)**

**June 30, 2015**

**LIABILITIES AND NET ASSETS (DEFICIT)**

	<u>SPEARE</u>	<u>SMBP</u>	<u>SHV</u>	<u>SHN</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b>Current liabilities</b>						
Accounts payable	\$ 1,654,358	\$ 47,483	\$ -	\$ -	\$ -	\$ 1,701,840
Accrued salaries and wages	733,483	-	-	-	-	733,483
Other current liabilities	2,525,839	-	-	-	-	2,525,839
Estimated third-party payor settlements	11,451,283	-	-	-	-	11,451,283
Due to related party	-	11,400	-	-	(11,400)	-
Current portion of long-term debt	997,038	7,313,294	-	-	-	8,310,332
Current portion of capital lease obligations	<u>33,626</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>33,626</u>
<b>Total current liabilities</b>	<u>17,395,627</u>	<u>7,372,177</u>	<u>-</u>	<u>-</u>	<u>(11,400)</u>	<u>24,756,403</u>
<b>Noncurrent liabilities</b>						
Long-term debt, less current portion	18,272,182	-	-	-	-	18,272,182
Related party note payable	-	2,040,520	264,275	-	(2,304,795)	-
Deficit investment in subsidiary - SMBP	<u>2,293,861</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(2,293,861)</u>	<u>-</u>
<b>Total noncurrent liabilities</b>	<u>20,566,043</u>	<u>2,040,520</u>	<u>264,275</u>	<u>-</u>	<u>(4,598,656)</u>	<u>18,272,182</u>
<b>Total liabilities</b>	<u>37,961,670</u>	<u>9,412,697</u>	<u>264,275</u>	<u>-</u>	<u>(4,610,056)</u>	<u>43,028,585</u>
<b>Net assets (deficit)</b>						
Common stock	-	-	1	-	(1)	-
Unrestricted						
Controlling interest	37,231,186	(2,293,861)	22,587	41,059	2,230,668	37,231,639
Noncontrolling interest	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>25,725</u>	<u>25,725</u>
<b>Total unrestricted</b>	37,231,186	(2,293,861)	22,588	41,059	2,256,392	37,257,364
Temporarily restricted	197,885	-	-	-	-	197,885
Permanently restricted	<u>581,369</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>581,369</u>
<b>Total net assets (deficit)</b>	<u>38,010,440</u>	<u>(2,293,861)</u>	<u>22,588</u>	<u>41,059</u>	<u>2,256,391</u>	<u>38,036,618</u>
<b>Total liabilities and net assets (deficit)</b>	<u>\$ 75,972,110</u>	<u>\$ 7,118,836</u>	<u>\$ 286,863</u>	<u>\$ 41,059</u>	<u>\$ (2,353,665)</u>	<u>\$ 81,065,203</u>

**SPEARE MEMORIAL HOSPITAL AND SUBSIDIARIES AND SUBSIDIARIES**

**Consolidating Statement of Operations**

**Year Ended June 30, 2015**

	<u>SPEARE</u>	<u>SMBP</u>	<u>SHV</u>	<u>SHN</u>	<u>Eliminations</u>	<u>Consolidated</u>
Unrestricted revenues and other support						
Patient service revenue (net of contractual allowances and discounts)	\$ 48,273,834	\$ -	\$ -	\$ -	\$ -	\$ 48,273,834
Less provision for bad debts	5,736,493	-	-	-	-	5,736,493
Net patient service revenue	<u>42,537,341</u>	-	-	-	-	<u>42,537,341</u>
Other operating revenue	2,003,484	707,070	-	-	(726,078)	1,984,476
Net assets released from restrictions for operations	8,360	-	-	-	-	8,360
Total unrestricted revenues and other support	<u>44,549,185</u>	<u>707,070</u>	-	-	<u>(726,078)</u>	<u>44,530,177</u>
Expenses						
Salaries and wages	17,840,481	-	-	-	-	17,840,481
Physician fees and wages	6,315,642	-	-	-	-	6,315,642
Contract nursing and technicians	1,275,872	-	-	-	-	1,275,872
Employee health and welfare	6,803,630	-	-	-	-	6,803,630
Supplies and other	15,062,319	204,490	13	-	(655,276)	14,611,546
Medicaid enhancement tax	2,356,059	-	-	-	(989)	2,356,059
Depreciation and amortization	3,064,915	474,874	-	-	(989)	3,538,800
Interest	448,676	435,872	9,960	-	(70,802)	823,706
Total expenses	<u>53,167,594</u>	<u>1,115,236</u>	<u>9,973</u>	-	<u>(727,067)</u>	<u>53,565,736</u>
Loss from operations	<u>(8,618,409)</u>	<u>(408,166)</u>	<u>(9,973)</u>	-	989	<u>(9,035,559)</u>
Nonoperating income (expense)						
Investment income (loss), net	34,175	4,537	-	(1,312)	-	37,400
Loss on investment in subsidiaries	(402,640)	-	-	-	402,640	-
Equity in earnings of unconsolidated joint venture	-	-	31,615	-	-	31,615
Unrestricted donor contributions	190,145	-	-	-	-	190,145
Grant expense	(228,000)	-	-	-	-	(228,000)
Bad debt recovery on nonpatient receivables	52,401	-	-	-	-	52,401
Gain on sale of fixed assets	(54,996)	-	-	-	-	(54,996)
Nonoperating income (expense), net	<u>(408,915)</u>	<u>4,537</u>	<u>31,615</u>	<u>(1,312)</u>	<u>402,640</u>	<u>28,565</u>
Excess (deficiency) of revenues and gains over expenses	<u>(9,027,324)</u>	<u>(403,629)</u>	<u>21,642</u>	<u>(1,312)</u>	<u>403,629</u>	<u>(9,006,994)</u>
Less noncontrolling interest	-	-	-	-	656	656
Excess (deficiency) of revenue and gains over expenses attributable to controlling interest	<u>(9,027,324)</u>	<u>(403,629)</u>	<u>21,642</u>	<u>(1,312)</u>	<u>404,285</u>	<u>(9,006,338)</u>
Net assets released from restrictions for capital expenditures	270,000	-	-	-	-	270,000
(Decrease) increase in unrestricted net assets, controlling interest	<u>(8,757,324)</u>	<u>(403,629)</u>	<u>21,642</u>	<u>(1,312)</u>	<u>404,285</u>	<u>(8,736,338)</u>

**Speare Memorial Hospital  
2016-2017 Board of Directors**

**\* = Executive Committee**

2018	Lisa B. Baker, PA-C
2018	Quentin Blaine, Esq. * Secretary
2017	Mr. Samuel D. Brickley 2 <sup>ND</sup> * Chair
2019	Robin Fisk, Esq.
2019	Ms. Sandra L. Jones
2017	Ronda J. Kilanowski, CPA * Treasurer
2019	Ms. Elizabeth J. Kleiner
2019	Mr. Kenneth Kochien
2019	Mr. Robert E. Maloney Michelle McEwen, CPA, FACHE *
2017	Mr. Patrick B. Miller * Vice Chair
2019	Mr. Thomas A. Myrick
2018	Nancy J. Puglisi Ph.D.
2017	Mrs. Alison M. Ritz
2018	Ms. Margaret C. Turner
2017	Kevin Young, MD
Honorary	Dr. Eldwin A. Wixson

**Ruth Alexander Doane, CPHDH**

Education: Freeport High School, Freeport, Maine, 1978  
Loma Linda University, Riverside, CA, 1982  
B.S. Child Development  
New Hampshire Technical Institute, Concord, NH, 2008  
A.S. Dental Hygiene, High Honors  
State of New Hampshire, 2014  
Certificate, Certified Public Health Dental Hygienist

Work Experience:

Concord Christian Schools, Concord, NH, 1996-2004  
Administrative and Substitute Teacher  
Access Dental, Franklin, NH, 2008-2010  
Dr. Gregory Colpitts  
Plymouth General Dentistry, Plymouth, NH, 2008-2012  
Dr. Paul Brand and Dr. Marian Sawicki  
Speare Memorial Hospital, Plymouth, NH, 2011-Present  
Program Coordinator

Michelle L. McEwen, FACHE, CPA

-- [mlmcewen@spearehospital.com](mailto:mlmcewen@spearehospital.com)

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## PROFILE

Senior healthcare executive with strong financial and operational experience and a proven record. Strategically focused to produce desired results. Leadership style that promotes participative management, accountability and responsibility. System and process oriented to ensure consistent and sustained improvements.

### Highlights include:

**Strategic Development** – Recruited numerous physicians into hospital employed; model that promotes productivity, cost management and shared governance; resulting in growth in market share.

**Quality and Customer Services** – Implemented quality and customer service scorecard initiatives, resulting in CMS Composite Core Measure and HCAHPS scores exceeding national averages.

**Financial Strength** – Improved financial position of organization resulting in one of the best positioned Critical Access Hospitals in New Hampshire.

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## PROFESSIONAL EXPERIENCE

**SPEARE MEMORIAL HOSPITAL, PLYMOUTH, NH**

**1992-PRESENT**

**President/CEO (2000-present)**

**Associate Administrator/CFO (1995-2000)**

**Chief Financial Officer (1992-1995)**

Speare Memorial Hospital is a small community hospital located in a university town and service hub to the tourism areas of the White Mountains and Lakes Region. Speare is designated as a Critical Access Hospital with 25 beds offering Obstetrics, Intensive Care and general Medical/surgical care. Outpatient services dominate the revenue mix representing 77% of revenue with 72,000 outpatient visits per year. Speare has 400 employees, including 24 physicians and mid-level providers, and three subsidiaries.

Recruited to lead the financial operation of the hospital during times of significant financial challenges. Promoted within four years to an expanded management role providing oversight to clinical operations and again in 2000 to lead the organization and its subsidiaries.

### Selected Accomplishments:

- Achieved 100 Top Hospitals recognition for six years, 2002-2004, and 2012-2014

**SPEARE MEMORIAL HOSPITAL, continued**

- Implemented departmental and organizational scorecards, resulting in heightened awareness and sense of urgency in achieving strategic initiatives
- Advanced use of technology with PACS, telemedicine and digital mammography
- Utilized unique economic development financing option to fund a \$9.4 million Medical Office Building replacement
- Enhanced Medical Staff relationships; breaking down barriers to collaborative and cooperative teamwork
- Led medical community efforts in the development of PHO and risk sharing arrangements with Managed Care Organizations

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**NEW HAMPSHIRE HOSPITAL ASSOCIATION (NHHA), CONCORD, NH**

**1986-1992**

**VP Finance**

Member of the management team responsible for providing resources and services to NHHA members, including lobbying, financial and statistical trend analysis, communication to members regarding federal and state legislation and proposed regulations and assessed the impact of these proposals. Also responsible for internal operations of the Association.

**Selected Accomplishments:**

- Negotiated NH Blue Cross/Blue Shield contracts on behalf of NH Acute Care Hospitals
- Represented hospitals' interest in the development of the NH Medicaid Provider Tax (DSH) program (finalized after my departure from the Association)
- Led efforts on behalf of NHHA and member hospitals in the development of a Malpractice Insurance Captive with Connecticut Hospital Association
- Managed the NH Workers Compensation Trust, overseeing claims administration, risk management services, investments and actuarial studies for reserve determinations

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**ERNST & YOUNG, PORTLAND, ME**

**1981-1986**

**Health Care Consultant, Manager (1983-1986)**

**Auditor, Staff – Senior Level (1981-1983)**

Recruited to join the audit staff of this international audit and consulting organization, with clients in a variety of industries. Promoted along traditional advancement path from staff level to manager. Transitioned to the healthcare consulting division to pursue an interest in the healthcare field.

ERNST & YOUNG, continued

**Selected Accomplishments:**

- Assisted clients in development of determination of need for Certificate of Need filing
- Conducted reimbursement maximization studies
- Determined debt capacity levels for organization to assist in their planning efforts
- Performed feasibility studies and joint venture analyses

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**EDUCATION**

**MSM Healthcare Administration, New England College, Henniker, NH**  
**BS, Accounting, Plymouth State University, Plymouth, NH**

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**CERTIFICATIONS AND PROFESSIONAL ASSOCIATIONS**

Certified Public Accountant, State of Maine  
Fellow, American College of Healthcare Executives  
Secretary, New Hampshire Hospital Board of Trustees  
Immediate Past Chair, Foundation for Healthy Communities Board of Trustees  
Secretary, Plymouth Regional Clinic Board of Trustees  
Director, Meredith Village Savings Bank  
Alternate, AHA Regional Policy Board – Region 1  
Vice Chair, White Mountain Gateway Economic Development Corporation Board of Directors  
Member, Central New Hampshire Health Partnership

**Former Professional Associations include:**

Director, Northeast Health Care Quality Foundation (QIO for ME, NH, VT)  
Director, Plymouth Chamber of Commerce  
Director, Northern New England Association of Healthcare Executives

**Thomas Lenkowski**  
Summary of Qualifications

Senior Financial Management  
Healthcare Industry

**SUMMARY:** Consistent record of utilization of financial expertise to improve earnings, increase reimbursement ratios and develop integral receivables and revenue cycle management policies.

Knowledge of the complexities of the health industry and delivery of health care in a community setting, and experience in dealing with State and Federal regulatory agencies.

Ability to apply sound accounting practices and advanced management methods to turn around disproportionate cost and charge structures into sensitive, reimbursement-oriented systems.

Able to take broad perspective on issues and seek resolution at all levels within an organization.

Experienced in restructuring and maintaining internal financial operations by incorporating existing computer systems to perform modeling and financial functions.

Strong record of strategic financial and facilities planning in a health system to prepare for changing industry trends and technology.

**EDUCATION:** Master of Business Administration Degree, 1986  
New Hampshire College, Manchester, New Hampshire

Bachelor of Business Administration Degree, Minor Accounting,  
1976 The University of Massachusetts at Amherst

Associate of Science Degree, Accounting/Data Processing, 1972  
Northampton Junior College, Northampton, Massachusetts

**EMPLOYMENT:**

December 2013  
To Present  
Speare Memorial Hospital  
Plymouth, NH  
Chief Financial Officer

Responsible for the financial operations of a 25-bed Critical Access Hospital located in rural New Hampshire

Reporting departments include Revenue Cycle areas, Accounting, Information Services, Health Information Services and Purchasing/Stores.

Implemented a transition to a new Electronic Healthcare Record with accompanying Back Office Financial systems.

Improved cash position to a current 200+ days.

2009 to  
May 2013

**Martha's Vineyard Hospital**  
Oak Bluffs, Massachusetts Chief  
Financial Officer

Responsible for the financial operations of a 25-bed Critical Access Hospital located on an island 8 miles off the coast of Massachusetts. The hospital is a subsidiary of Massachusetts General Hospital which is part of the Partners Healthcare System.

Reporting departments include Revenue Cycle areas, Accounting, Information Services and Purchasing/Stores.

Major Accomplishments:

Brought a new \$55 million hospital on line.

Reduced Days in Accounts Receivable from 60 days to 37 days by improving how staff utilized the hospital's information system, holding staff accountable and, by using outsource support for handling out-of-state Medicaid and Workers' Comp.

Improved Days of Cash on Hand from 80 days to 159 days.

Implemented a Kronos Time and Attendance system in a multi-union environment.

Transitioned Meditech information system from a shared service offered by Cape Cod Healthcare to stand alone servers housed at a health system provider.

Created an Information Systems Department:

- Hired a CIO and hardware/network staff
- Initiated a \$2.5 million Meaningful Use project. Currently 40% complete.
- Implemented Partners' Longitudinal Medical Record (LMR) in all physician practices
- Successfully implemented the health system's telephone and internal data network.

Moved from a top-down budgeting and reporting process to a bottom-up process with middle managers.

1987  
to  
2009

**SOUTHWESTERN VERMONT MEDICAL CENTER**  
Bennington, Vermont  
Vice President of Finance and Treasurer

**SOUTHWESTERN VERMONT HEALTH CARE CORPORATION**  
(Parent Corporation of Southwestern Vermont Medical Center)  
Bennington, Vermont  
Treasurer and CFO

**UNITED HEALTH ALLIANCE (Physician Hospital Organization)**  
Board Member and Treasurer 1999 — 2003 (rejoined Board in 2008)

Responsible for all financial areas for a 99-bed community, rural referral center located in the tri-state area of southwestern Vermont with an operating budget in excess of \$100 million and total assets of approximately \$70 million.

Current reporting departments include Finance, Patient Billing Services, Access Services, Coding, Materials Management, Community Scheduling, Engineering/Security, Residential/Commercial Property Management and Corporate Accounting.

Establish and monitor hospital, departmental and capital appropriations budget and forecast of annual income in conjunction with senior and mid-level management.

Determine consistent charge structures, calculate cash requirements, evaluate capital financing needs and work with department managers in developing proper budgeting and cost-saving techniques.

Analyze and report monthly financial activity and statistical data reports to governing body and generate annual reports to State and Federal Agencies.

Participate in Performance improvement (PI) and Planning Committees through a Six Sigma process improvement. Certified Green Belt analyst.

Served on various task forces with responsibilities that include physician practice acquisition, home I.V. therapy, management information systems, Board education and communication.

**Major Accomplishments:**

Turned around a 25-year loss/breakeven bottom line performance and philosophy into a positive 3+% operating margin, at the hospital.

Developed, in conjunction with Human Resources, many new and innovative benefit packages for hospital employees, including earned time, pre-tax healthcare spending, pre-tax dependent care, self-insured healthcare insurance and currently developing a total flex benefits package.

Instituted a full participatory capital budget process with medical staff, upper management and mid-level managers utilizing decision support software.

Brought along the management style and accountability of the Finance Department from an earlier style to a progressive and responsive service oriented department.

Developed a customer oriented management team.

Intimately involved in acquisitions of physician primary care and specialty group practices in a competitive service area. Ongoing involvement in physician compensation and recruitment activities.

Secured \$12.6 million of Hospital Revenue Bonds to finance a \$17 million renovation project. Lead organization through two bond agency reviews and secured independent bond insurance with a favorable, underlying credit rating.

Recently completed a refunding of the above debt to a more flexible, variable rate structure with an interest rate swap to alleviate risk exposure.

Developed a revenue cycle management position which oversees community scheduling, access services, patient charging, coding, billing and collections. Reduced payment denials by 60% and improved co-pay collection at time of service.

**Specific parent corporation responsibilities:**

Responsible for overall financial operations of the community health system with operating revenues in excess of \$183 million and total assets greater than \$125 million. The health system includes a 99-bed community hospital (above), a 150-bed long-term care/rehabilitation facility, a home health care agency and specialty and primary care physician practices including general surgery, family practice, allergy, oncology, internal medicine, pediatrics and obstetrics.

Responsible for corporate wide insurance programs, pension plan, strategic planning, capital financing and a \$25 million general investment fund.

Served as Interim President during CEO search process.

Instrumental in the development and formation of a Physician Hospital Organization, United Health Alliance, in order to align health system and physician incentives.

Administrative director of Y2K implementation team which transitioned the health system into the new millennium without any interruption.

Developed and implemented a corporate-wide compliance program to include compliance hotline, concern reporting, employee education and a Board reporting process. Recently transitioned the role to a full time Compliance Officer and developed an Audit and Compliance committee of the Board.

Instituted an Investment Task Force to select investment managers and review investment performance for the health system's \$25 million in general investment funds and \$57 million pension fund.

**Specific United Health Alliance responsibilities:**

Responsible for financial reporting for joint venture activities

Sit on contracting committee that is responsible for recommending and monitoring of all third party contracts

1982 to  
1987

LITTLETON HOSPITAL  
Littleton, New Hampshire  
Director of Fiscal Services/CFO  
Hospital Corporation of America (HCA), July 1986 to 1987  
Littleton Hospital Association, 1982 to June 1986

1979 to  
1982

COTTAGE HOSPITAL  
Woodsville, New Hampshire  
Controller/Chief Financial Officer

1976 to  
1979

MEMORIAL HOSPITAL  
North Conway, New Hampshire  
Business Manager/Chief Financial Officer

1972 to  
1974

BRATTLEBORO MEMORIAL HOSPITAL  
Brattleboro, Vermont  
Chief Accountant/Assistant to Controller

**PROFESSIONAL**

**AFFILIATION:**

Healthcare Financial Management Association

1987 — Chapter Liaison Representative — Represented New England Chapters in this 35,000 member professional organization and served as President, President-elect, Secretary, Treasurer and Board Member of the New Hampshire/Vermont Chapter.

Recipient of William G. Follmer, Robert H. Reeves, Muncie Gold and Founders Medal of Honor Awards.

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Speare Memorial Hospital Dental Health Program

Name of Contract: \_\_\_\_\_

NAME	POSITION	SALARY	PERCENTAGE	AMOUNT PAID FROM THIS CONTRACT
Ruth Doane	Program Coordinator/Dental Hygienist	\$58,099	37.29%	\$21,667.00
Michelle McEwen		\$283,999	0.00%	\$0.00
Tom Lenkowski		\$183,699	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$21,667.00</b>



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4535 1-800-852-3345 Ext. 4535  
Fax: 603-271-4506 TDD Access: 1-800-735-2964



G&C APPROVED  
Date: 5/6/15  
Item #16

March 13, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$771,894, from \$771,894 to \$1,543,788, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Catholic Medical Center	Manchester	\$142,400
Coos County Family Health Services, Inc.	Berlin	\$388,000
Easter Seals New Hampshire	Manchester	\$142,400
Families First of the Greater Seacoast	Portsmouth	\$205,336
Goodwin Community Health	Somersworth	\$189,792
Health First Family Care Center	Franklin	\$95,792
Lamprey Health Care, Inc.	Newmarket	\$96,394
Monadnock Community Hospital	Peterborough	\$95,792
Speare Memorial Hospital	Plymouth	\$91,482
Tri-County Community Action Program, Inc.	Berlin	\$96,400
<b>TOTAL:</b>		<b>\$1,543,788</b>

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
March 13, 2015  
Page 2 of 3

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.

05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, ORAL HEALTH PROGRAM

**See attachment for financial details**

### **EXPLANATION**

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are ten of a total fifteen contracts awarded as the result of a competitive bid process. The remaining five originally awarded contracts are in different stages of the amendment process; the Department anticipates submitting the remaining five agreements to the Governor and Executive Council under a separate request in June 2015. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return parental consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to assess oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

<b>Catholic Medical Center (Vendor #177240-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Coos County Family Health Services, Inc. (Vendor #155327-B001)</b>			
<b>Class/Object:102-500731Service Provided:Community/School BasedActivity Code:90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$97,000	\$ 0	\$97,000
2015	\$97,000	\$ 0	\$97,000
2016	\$ 0	\$97,000	\$97,000
2017	\$ 0	\$97,000	\$97,000
<b>Subtotal</b>	<b>\$194,000</b>	<b>\$194,000</b>	<b>\$388,000</b>

<b>Easter Seals New Hampshire (Vendor #177204-B005)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Families First of the Greater Seacoast (Vendor #166629-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$29,299	\$ 0	\$29,299
2015	\$26,369	\$ 0	\$26,369
2016	\$ 0	\$29,299	\$29,299
2017	\$ 0	\$26,369	\$26,369
<b>Subtotal</b>	<b>\$55,668</b>	<b>\$55,668</b>	<b>\$111,336</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Goodwin Community Health (Vendor #154703-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Health First Family Care Center (Vendor #158221-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Lamprey Health Care, Inc. (Vendor #177677-R001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$25,367	\$ 0	\$25,367
2015	\$22,830	\$ 0	\$22,830
2016	\$ 0	\$25,367	\$25,367
2017	\$ 0	\$22,830	\$22,830
<b>Subtotal</b>	<b>\$48,197</b>	<b>\$48,197</b>	<b>\$96,394</b>

<b>Monadnock Community Hospital (Vendor #177164-B006)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Speare Memorial Hospital (Vendor #177178-B002)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$24,074	\$ 0	\$24,074
2015	\$21,667	\$ 0	\$21,667
2016	\$ 0	\$24,074	\$24,074
2017	\$ 0	\$21,667	\$21,667
<b>Subtotal</b>	<b>\$45,741</b>	<b>\$45,741</b>	<b>\$91,482</b>

<b>Tri-County Community Action Program, Inc. (Vendor #177195-B011)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,952	\$ 0	\$22,952
2015	\$25,248	\$ 0	\$25,248
2016	\$ 0	\$22,952	\$22,952
2017	\$ 0	\$25,248	\$25,248
<b>Subtotal</b>	<b>\$48,200</b>	<b>\$48,200</b>	<b>\$96,400</b>
<b>TOTAL</b>	<b>\$771,894</b>	<b>\$771,894</b>	<b>\$1,543,788</b>



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 Speare Memorial Hospital (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 16 Hospital Road, Plymouth, NH 03264.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item #93), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$91,482
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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,

4/15/15  
Date

State of New Hampshire  
Department of Health and Human Services  
Brook Dupee  
Brook Dupee  
Bureau Chief

3/10/15  
Date

Speare Memorial Hospital  
Michelle L. McEwen  
NAME Michelle L. McEwen  
TITLE President/CEO

Acknowledgement:  
State of NH, County of Grafton on 3/10/15, 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

J. Sargent  
Name and Title of Notary or Justice of the Peace

Commission Expires 12/20/2015

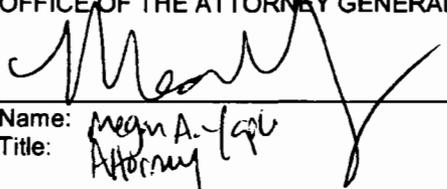
New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

4/22/15  
Date

OFFICE OF THE ATTORNEY GENERAL

  
Name: Megan A. Gable  
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:



## Scope of Services

### The Contractor shall provide school-based oral health services as specified herein:

#### 1. General Provisions

The Contractor shall provide oral health assessment, preventive services, and referrals for restorative care for low-income, uninsured and underinsured children within the defined service area who don't have regular access to oral health care.

##### 1.1. Numbers Served

Oral assessment services are to be provided to a minimum of 2,100 students throughout each year of the contract term.

##### 1.2. Eligibility and Income Determination

- 1.2.1. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.
- 1.2.2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

##### 1.3. The contractor shall use one of the following models to provide the following services:

- 1.3.1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.
- 1.3.2. The "combination clinic voucher model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

##### 1.4. Oral health care services for the targeted population(s) shall include:

- 1.4.1. risk assessment;
- 1.4.2. oral health education;
- 1.4.3. oral screening;
- 1.4.4. early diagnosis of oral diseases;
- 1.4.5. preventive care focused on age appropriate dental sealants, Interim Therapeutic Restorations (ITRs) placed by a Certified Public Health Dental Hygienist, and fluoride varnish application; and
- 1.4.6. care coordination that links children to restorative treatment and disease management in a "dental home".

##### 1.5. Relevant Policies and Guidelines

The school-based oral health program shall:

- 1.5.1. Require no fee for any Medicaid client.
- 1.5.2. Assist eligible families with Medicaid enrollment directly or through referral.
- 1.5.3. Become a Medicaid provider for qualified clients.

*[Handwritten Signature]*  
3/10/15



Exhibit A Amendment #1

- 1.5.4. Provide a sliding fee scale for children from families without Medicaid or private dental insurance.
- 1.5.5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
- 1.5.6. Direct resources to evidence-based interventions.
- 1.5.7. Explore and secure future funding sources.

**1.6. 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:

- 1.6.1. Assess the ethnic/cultural needs, resources and assets of their community.
- 1.6.2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- 1.6.3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
- 1.6.4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
- 1.6.5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

**1.7. 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:

- 1.7.1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
- 1.7.2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
- 1.7.3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

**1.8. Publications Funded Under Contract**

- 1.8.1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 1.8.2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
- 1.8.3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).



Exhibit A Amendment #1

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**1.9. Subcontractors**

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

The school-based oral health program shall consist of the following components:

- 2.1.1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
- 2.1.2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
- 2.1.3. Oral health educational presentations by health professionals to individual students at chair side or to groups in a classroom setting as part of a health care curriculum.
- 2.1.4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
- 2.1.5. A preventive dental program, that shall at minimum include the requirements of 1.4.5 above, for children through a school-based program that assesses risk of dental disease and tooth eruption.
- 2.1.6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for children without an established dental provider.
- 2.1.7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
- 2.1.8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

**2.2. Staffing Provisions**

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license and certification. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.



Exhibit A Amendment #1

**2.3. Staffing Changes**

- 2.3.1. **New Hires:** The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
- 2.3.2. **Vacancies:** The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**2.4. Coordination of Services**

- 2.4.1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
- 2.4.2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

**2.5. Meetings and Trainings**

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

**3. Quality or Performance Improvement**

**3.1. Work plans**

- 3.1.1. Performance work plans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work plans are a key component of the Oral Health Program performance-based contracting system and of this contract.
- 3.1.2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health work plan progress/outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
- 3.1.3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the second contract year.
- 3.1.4. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.



Exhibit A Amendment #1

**3.2. Data and Reporting Requirements**

In addition to performance work plans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

- 3.2.1. Work plans and work plan outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
- 3.2.2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade target population.
- 3.2.3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
- 3.2.4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
- 3.2.5. An annual summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

**3.3. On-Site Reviews**

- 3.3.1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
- 3.3.2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
- 3.3.3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency performance work plan.

**3.4. Performance Measures**

Second and third grade students represent a group of children whose oral health status can be compared across New Hampshire programs, with children in other states and in the National Oral Health Surveillance System.

- 3.4.1. School-Based Performance Measures:
  - A minimum of 70% of 2nd and 3rd grade students returning consent forms
  - A minimum of 400 2nd and 3rd grade students shall receive oral screenings
  - Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
  - Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
  - 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
  - Percent of all 2nd and 3rd grade students screened with a history of decay



### Method and Conditions Precedent to Payment

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$24,074 in SFY 2016 and \$21,667 in SFY 2017 for oral health initiatives, for a total amount of \$45,741.
  - b. Funding is available as follows:
    - \$20,446 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$25,295 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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.



**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.

93 Beach

MA



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

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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6/19/13  
# 93

May 24, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Oral Health Program, to enter into agreements with vendors for an amount not to exceed \$770,694.00 to provide access to preventive and reparative dental treatment for individuals participating in the statewide school-based and/or community-based dental programs, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

44.7% Federal 55.3% General Fund

Vendor	SFY 2014/2015 Amount
Concord Hospital	\$47,000.00
Coos County Family Health Services, Inc.	\$194,000.00
Easter Seals New Hampshire	\$71,200.00
Families First of the Greater Seacoast	\$102,668.00
Goodwin Community Health	\$94,896.00
Greater Nashua Dental Connection, Inc.	\$71,200.00
Health First Family Care Center	\$47,896.00
Lamprey Health Care, Inc.	\$48,197.00
Manchester Health Department	\$47,896.00
Speare Memorial Hospital	\$45,741.00
<b>TOTAL</b>	<b>\$770,694.00</b>

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Funds to support this request are anticipated to be available in the following account for SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, ORAL HEALTH PROGRAM

See attachment for financial details

#### EXPLANATION

This requested action seeks approval of ten of 15 agreements that represent \$770,694.00 of the \$1,039,982.00 total anticipated to be spent statewide to provide increased access oral health care services. These services include oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth for low income and uninsured children and adults statewide. The Department anticipates that the remaining five agreements will be presented to Governor and Council on July 7, 2013.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. The causes of oral health problems are multifaceted: Individuals with less income, less education, or who have disabilities are less likely to be able to access dental care and more likely to have dental problems. In difficult economic times, more people have less access to dental care. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. Among third grade students, without access to care and assessed in the 2009 statewide school-based survey forty-three percent (43%) had a history of tooth decay. Among older adults in six senior centers and congregate meal sites, thirty-one percent (31%) had untreated decay. In addition, increasing numbers of refugees have even greater difficulty accessing oral health care when the need for foreign language interpretation presents another barrier to dental treatment.

Second and third grade children eligible for school-based dental services will receive oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth within the school environment. Children through age 19, and adults eligible for community-based dental services will receive oral health basic preventive, diagnostic, and restorative dental services at a community dental provider's office. Anticipated outcomes from this program will include fewer numbers of low-income, uninsured residents with untreated decay and more residents receiving preventive oral health care in New Hampshire.

Should Governor and Executive Council not authorize this Request, children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire may not receive oral health care services.

This contract is awarded as the result of a competitive bid process. On January 3, 2013 and again on February 18, 2013 the Division posted a Request for Proposals on the Department of Health and Human Services' web site for statewide School- and Community-Based oral health services. In addition, oral health stakeholders statewide were notified by e-mail of the Request for Proposals and a bidder's conference was held on January 16, 2013. An agency could apply to deliver community, school-based services, or both.

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Sixteen agencies submitted 19 proposals. An evaluation committee of fourteen reviewers, internal and external to the Division of Public Health Services, evaluated the proposals. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services who hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations.

Fifteen agencies were selected for funding. The selection was based on review criteria specified in the Request for Proposals. The criteria evaluated the agency's capacity to carry out a program that provides oral health screening services to children and other vulnerable populations; assurance of ongoing oral health services with dentists in the community; program structure and plan to successfully complete the work; a reasonable and justifiable budget; and the appropriate format requested by the proposal. The proposals were scored and selected by taking an average of all reviewers' scores. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, these competitively procured Agreements have the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to assess oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Preventive Health and Human Services Block Grant and 55.3% General Funds.

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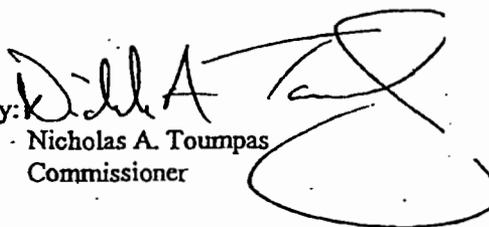
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

Program Name Oral Health Program  
 Contract Purpose Access to prevention and restorative dental treatment  
 RFP Score Summary (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

RFA/RFP CRITERIA	Max Pts	Catholic Medical Ctr-CB	Concord Hsp-CB	Coos Cnty Family Hlth Svcs-NC	Denial Hlth Works	Easter Seals NH CB	Families First of the Grtr. Seacoast-CB	Families First of the Greater Seacoast-SB	Goodwin Community Hlth-CB	Goodwin Community Health-SB	GNDC-CB	Hlth First-SB	Lamprey Hh-SB
Agy Capacity	30	29	29	30	28	29	29	30	29	26	30	27	27
Program Structure	50	46	46	45	49	49	48	49	46	42	49	43	40
Budget & Justification	15	13	14	12	14	12	14	12	14	12	15	14	11
Format	5	4	4	4	5	5	5	5	5	5	5	4	4
Total	100	92	93	92	95	95	95	95	94	85	99	88	82

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 64,716.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 42,000.00	\$ 26,800.00	\$ 68,800.00	\$ 42,000.00	\$ 26,800.00	\$ 26,800.00	\$ 42,000.00
	\$ 42,000.00	\$ 26,800.00	\$ 68,800.00	\$ 42,000.00	\$ 26,800.00	\$ 26,800.00	\$ 42,000.00
	\$ 84,000.00	\$ 53,600.00	\$ 137,600.00	\$ 84,000.00	\$ 53,600.00	\$ 40,000.00	\$ 84,000.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,896.00	\$ 119,096.00	\$ 54,096.00	\$ 71,200.00	\$ 47,896.00	\$ 71,200.00
	\$ 36,100.00	\$ 22,808.00	\$ 58,908.00	\$ 36,100.00	\$ 22,808.00	\$ 22,808.00	\$ 22,808.00
	\$ 35,100.00	\$ 25,088.00	\$ 60,188.00	\$ 35,100.00	\$ 25,088.00	\$ 25,088.00	\$ 22,830.00
	\$ 47,896.00	\$ 47,896.00	\$ 95,792.00	\$ 47,896.00	\$ 47,896.00	\$ 47,896.00	\$ 47,896.00
	\$ 22,808.00	\$ 22,808.00	\$ 45,616.00	\$ 22,808.00	\$ 22,808.00	\$ 22,808.00	\$ 25,367.00
	\$ 25,088.00	\$ 25,088.00	\$ 50,176.00	\$ 25,088.00	\$ 25,088.00	\$ 25,088.00	\$ 22,830.00
	\$ 71,200.00	\$ 47,896.00	\$ 119,096.00	\$ 54,096.00	\$ 71,200.00	\$ 47,896.00	\$ 48,197.00

RFP Reviewers	Name	Job Title	Dept. Agency	Qualifications
	Sarah Finne	Dentist Supervisor	Greater Derry Children's Dental Health Network	The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services and hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations. Each reviewer was selected for the specific skill set they possess and their experience delivering oral health services. The purpose of the review team is to compliment and build upon each of these perspectives for a well-balanced, objective review of the oral health proposals.
	Fran McLaughlin	WIC Nutrition Consultant	Division of Public Health Services	
	Shannon Mills	VP for Professional Relations	Northeast Delta Dental	
	Patricia Tilley	Bureau Chief (Acting)	Division of Public Health Services	
	Heather Brown	Network Representative	Northeast Delta Dental	
	Tracey Tarr	Administrator	Bureau of Elderly & Adult Services	
	Deb Nelson	Administrator	Head Start State Collation Office	
	Stacey Plourde	Chair	NH Board of Dental Examiners	
	Gail Brown	Policy Director	NH Oral Health Coalition	
	Alisa Druzba	Administrator	Division of Public Health Services	
	Connie George	Faculty	NHTI	
	Bev McGuire	Former Clinical Quality Mgr	Assurance Manager DPHS	
	Becky Bukowski	Administrator	Division of Public Health Services	
	Jim Williamson	Executive Director	NH Dental Society	

Program Name Oral Health Program

Contract Purpose Access to prevention and restorative dental treatment

RFP Score Summ (Three RFP's: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

RFA/RFP CRITERIA	Max Pts	Manchester Hlth Dept	Monadnock Hsp-SB	Speare Mem Hsp-SB	Sullivan Cty-SB	Sullivan Cty-CB	SAU 40 Milford SB	Tri-County CAP-SB
Age Capacity	30	29	29	29	25	20	25	28
Program Structure	50	48	46	47	43	40	37	46
Budget & Justification	15	14	13	13	10	10	13	11
Format	5	5	5	5	4	3	4	4
Total	100	95	92	94	82	72	79	89

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 85,263.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 88,085.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 173,348.00	\$ 36,154.00	\$ 64,000.00	\$ 80,000.00	\$ 100,000.00	\$ 42,000.00	\$ 80,544.00
	\$ 22,808.00	\$ 22,808.00	\$ 24,074.00	\$ 22,808.00	\$ -	\$ -	\$ 22,952.00
	\$ 25,088.00	\$ 25,088.00	\$ 21,667.00	\$ 25,088.00	\$ -	\$ -	\$ 25,248.00
	\$ 47,896.00	\$ 47,896.00	\$ 45,741.00	\$ 47,896.00	\$ -	\$ -	\$ 48,200.00

Subject: School-based oral health services for underserved students in the Speare Memorial Hospital service area

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Speare Memorial Hospital		1.4 Contractor Address 16 Hospital Road Plymouth, NH 03264	
1.5 Contractor Phone Number (603) 536-1120	1.6 Account Number 05-95-90-902010-4527-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$45,741
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature <i>Michelle L. McEwen</i>		1.12 Name and Title of Contractor Signatory <i>Michelle L. McEwen, President/CEO</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>GRAFTON</u> On <u>3/15/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>S. Sargent</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Schannon Sargent - 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. Henrich, Attorney</i> On: <i>28 Mar, 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.

Contractor Initials:                       
Date: 3/15/13

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Sullivan County Oral Health Collaborative, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 1 Tremont Street, Claremont, NH 03743.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, Item #48, and subsequently amended on November 4, 2015, Item #16, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$25,088 from \$95,792 to read: \$120,880.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.

*SAB*

*6/14/17*



New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health 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

6/19/17  
Date

[Signature]  
Name: Lisa Morris, MSSW  
Title: Director

Sullivan County Oral Health Collaborative, Inc.

6/14/17  
Date

[Signature]  
Name: Sally Burdum  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Sullivan on 6/14/17, before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Gwendolyn R. Melcher  
Name and Title of Notary Public or Justice of the Peace

My Commission Expires



**New Hampshire Department of Health and Human Services**  
**Statewide Community and School-Based Oral Health Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/27/17

Name: \_\_\_\_\_  
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: \_\_\_\_\_



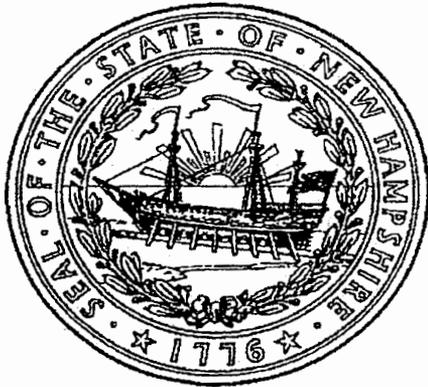
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SULLIVAN COUNTY ORAL HEALTH COLLABORATIVE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 08, 2006. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 567195



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of June A.D. 2017.

A handwritten signature in black ink, appearing to read "William Gardner".

William M. Gardner  
Secretary of State

Handwritten initials "SJB" in a circle, with the date "6/14/17" written below it.

**CERTIFICATE OF VOTE/AUTHORITY**

I, Jean Shaw, of the Sullivan County Oral Health Collaborative, Inc., do hereby certify that:

1. I am the duly elected Secretary of the Sullivan County Oral Health Collaborative, Inc.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Sullivan County Oral Health Collaborative, Inc, duly held on June 8, 2017.

RESOLVED: That this corporation may enter into contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Sally Bouchard is the duly elected Executive Director of the corporation.

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of June 15, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Sullivan County Oral Health Collaborative, Inc. this 15<sup>th</sup> day of June 2017.

Jean Shaw  
Jean Shaw, Secretary

STATE OF NH  
COUNTY OF Sullivan

The foregoing instrument was acknowledged before me this 15 day of June 2017

Anette Jasso  
Notary Public/Justice of the Peace  
My Commission Expires: 3/13/20



## MISSION STATEMENT

*To enhance oral health through access to care for people in Sullivan County, specifically serving low to moderate-income individuals and families.*

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Information about Form 990 and its instructions is at www.irs.gov/form990.

2015

Open to Public Inspection

Department of the Treasury Internal Revenue Service

A For the 2015 calendar year, or tax year beginning 7/01, 2015, and ending 6/30, 2016

B Check if applicable: Address change, Name change, Initial return, Final return/terminated, Amended return, Application pending. C Sullivan County Oral Health Collaborative, One Tremont Street, Claremont, NH 03743. D Employer identification number 68-0662886. E Telephone number (603) 287-1300. G Gross receipts \$ 901,484. H(a) Is this a group return for subordinates? Yes No. H(b) Are all subordinates included? Yes No. J Website: www.communitydentalnh.org. K Form of organization: X Corporation. L Year of formation: 2008. M State of legal domicile: NH.

Part I Summary

1 Briefly describe the organization's mission or most significant activities: Dental care and education for low income families. 2 Check this box if the organization discontinued its operations or disposed of more than 25% of its net assets. 3 Number of voting members of the governing body (Part VI, line 1a) 3 7. 4 Number of independent voting members of the governing body (Part VI, line 1b) 4 7. 5 Total number of individuals employed in calendar year 2015 (Part V, line 2a) 5 12. 6 Total number of volunteers (estimate if necessary) 6 10. 7a Total unrelated business revenue from Part VIII, column (C), line 12 7a 0. 7b Net unrelated business taxable income from Form 990-T, line 34 7b 0.

Table with 3 columns: Description, Prior Year, Current Year. Rows include Revenue (8-12) and Expenses (13-19). Total revenue: 551,082. Total expenses: 148,502. Net assets or fund balances: 596,714.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here: Signature of officer Mark Mills, President. Date: 11-3-2016. Paid Preparer Use Only: Print/Type preparer's name Richard A. Paul, Jr., CPA. Preparer's signature Richard A. Paul, Jr. CPA. Date 11-3-2016. Firm's name RICHARD A PAUL, JR. CPA, P.C. Firm's address 35 RAILROAD ROW - SUITE 203, WHITE RIVER JUNCTION, VT 05001. Firm's EIN 27-0699664. Phone no. (802) 698-0332.

May the IRS discuss this return with the preparer shown above? (see instructions) X Yes No

**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III.

1 Briefly describe the organization's mission:

Dental care and education for low income families

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If 'Yes,' describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If 'Yes,' describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4 a (Code: ) (Expenses \$ 475,242. including grants of \$ ) (Revenue \$ )

The Organization provides education to the public, especially school children, about the importance of establishing and maintaining oral health.

4 b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4 c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4 d Other program services. (Describe in Schedule O.)

(Expenses \$ including grants of \$ ) (Revenue \$ )

4 e Total program service expenses **475,242.**

**Part IV Checklist of Required Schedules**

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If 'Yes,' complete Schedule A.</i> .....	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)? .....	2 X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If 'Yes,' complete Schedule C, Part I.</i> .....	3	X
4 <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If 'Yes,' complete Schedule C, Part II.</i> .....	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If 'Yes,' complete Schedule C, Part III.</i> .....	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If 'Yes,' complete Schedule D, Part I.</i> .....	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If 'Yes,' complete Schedule D, Part II.</i> .....	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If 'Yes,' complete Schedule D, Part III.</i> .....	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If 'Yes,' complete Schedule D, Part IV.</i> .....	9	X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If 'Yes,' complete Schedule D, Part V.</i> .....	10	X
11 If the organization's answer to any of the following questions is 'Yes', then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings and equipment in Part X, line 10? <i>If 'Yes,' complete Schedule D, Part VI.</i> .....	11 a X	
b Did the organization report an amount for investments — other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part VII.</i> .....	11 b	X
c Did the organization report an amount for investments — program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part VIII.</i> .....	11 c	X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If 'Yes,' complete Schedule D, Part IX.</i> .....	11 d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If 'Yes,' complete Schedule D, Part X.</i> .....	11 e	X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If 'Yes,' complete Schedule D, Part X.</i> ....	11 f	X
12 a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If 'Yes,' complete Schedule D, Parts XI, and XII.</i> .....	12 a	X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional.</i> .....	12 b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If 'Yes,' complete Schedule E.</i> .....	13	X
14 a Did the organization maintain an office, employees, or agents outside of the United States?.....	14 a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If 'Yes,' complete Schedule F, Parts I and IV.</i> .....	14 b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If 'Yes,' complete Schedule F, Parts II and IV.</i> .....	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If 'Yes,' complete Schedule F, Parts III and IV.</i> .....	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If 'Yes,' complete Schedule G, Part I (see instructions).</i> .....	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If 'Yes,' complete Schedule G, Part II.</i> .....	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If 'Yes,' complete Schedule G, Part III.</i> .....	19	X

**Part IV Checklist of Required Schedules (continued)**

	Yes	No
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If 'Yes', complete Schedule H.</i> .....		X
<b>b</b> If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return? .....		
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If 'Yes,' complete Schedule I, Parts I and II.</i> .....		X
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If 'Yes,' complete Schedule I, Parts I and III.</i> .....		X
<b>23</b> Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If 'Yes,' complete Schedule J.</i> .....		X
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a.</i> .....		X
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? .....		
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? .....		
<b>d</b> Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year? .....		
<b>25a</b> <b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If 'Yes,' complete Schedule L, Part I.</i> .....		X
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If 'Yes,' complete Schedule L, Part I.</i> .....		X
<b>26</b> Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If 'Yes,' complete Schedule L, Part II.</i> .....		X
<b>27</b> Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part III.</i> .....		X
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
<b>a</b> A current or former officer, director, trustee, or key employee? <i>If 'Yes,' complete Schedule L, Part IV.</i> .....		X
<b>b</b> A family member of a current or former officer, director, trustee, or key employee? <i>If 'Yes,' complete Schedule L, Part IV.</i> .....		X
<b>c</b> An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If 'Yes,' complete Schedule L, Part IV.</i> .....		X
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If 'Yes,' complete Schedule M.</i> .....		X
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If 'Yes,' complete Schedule M.</i> .....		X
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If 'Yes,' complete Schedule N, Part I.</i> .....		X
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If 'Yes,' complete Schedule N, Part II.</i> .....		X
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If 'Yes,' complete Schedule R, Part I.</i> .....		X
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1.</i> .....		X
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)? .....		X
<b>b</b> If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If 'Yes,' complete Schedule R, Part V, line 2.</i> .....		
<b>36</b> <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If 'Yes,' complete Schedule R, Part V, line 2.</i> .....		X
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If 'Yes,' complete Schedule R, Part VI.</i> .....		X
<b>38</b> Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O. ....		X

BAA

Form 990 (2015)

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V. [ ]

Table with columns for question number, question text, and Yes/No checkboxes. Includes questions 1a through 14b regarding IRS filings and tax compliance.

**Part VI Governance, Management, and Disclosure** For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI.  **X**

**Section A. Governing Body and Management**

		Yes	No
1 a	Enter the number of voting members of the governing body at the end of the tax year . . . . . If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
1 b	Enter the number of voting members included in line 1a, above, who are independent. . . . .		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? . . . . .		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person? . . . . .		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .		X
6	Did the organization have members or stockholders? . . . . .		X
7 a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? . . . . .		X
7 b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? . . . . .		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8 a	a The governing body? . . . . .		X
8 b	b Each committee with authority to act on behalf of the governing body? . . . . .		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If 'Yes,' provide the names and addresses in Schedule O. . . . .		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10 a		X
10 b		
11 a	X	
12 a	X	
12 b	X	
12 c		X
13		X
14		X
15 a		X
15 b		X
16 a		X
16 b		

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed ▶ NH
- 18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain in Schedule O)
- 19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year. See Schedule O
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records: ▶  
 Sally Bouchard One Tremont Street Claremont NH 03743 603-287-1300

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII.

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

1 a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)					(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee			
(1) Jean Shaw Treasurer/Secy	2 0	X		X			0.	0.	0.
(2) Mark Mills President	2 0	X		X			0.	0.	0.
(3) Middleton McGoodwin Trustee	1 0	X					0.	0.	0.
(4) Nancy Dumont Trustee	1 0	X					0.	0.	0.
(5) Amy Lavertue Vice President	1 0	X		X			0.	0.	0.
(6) Patrick O'Grady Trustee	1 0	X					0.	0.	0.
(7) Deborah Mozden Trustee	2 0	X					0.	0.	0.
(8) Dr. Elizabeth Starr Dentist	40 0				X		104,737.	0.	0.
(9) -----									
(10) -----									
(11) -----									
(12) -----									
(13) -----									
(14) -----									

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
<b>1 b Sub-total</b> .....							104,737.	0.	0.	
<b>c Total from continuation sheets to Part VII, Section A</b> .....							0.	0.	0.	
<b>d Total (add lines 1b and 1c)</b> .....							104,737.	0.	0.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **1**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If 'Yes,' complete Schedule J for such individual</i> .....	3	X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If 'Yes' complete Schedule J for such individual</i> .....	4	X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If 'Yes,' complete Schedule J for such person</i> .....	5	X

**Section B. Independent Contractors**

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of Independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII.

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	1 a Federated campaigns.....	1 a			
	b Membership dues.....	1 b			
	c Fundraising events.....	1 c			
	d Related organizations.....	1 d			
	e Government grants (contributions)....	1 e	5,596.		
	f All other contributions, gifts, grants, and similar amounts not included above...	1 f	49,943.		
	g Noncash contributions included in lines 1a-1f: \$				
	<b>h Total. Add lines 1a-1f.....</b>		<b>55,539.</b>		
<b>Program Service Revenue</b>	2 a <u>Dental care per mission</u>	Business Code	845,764.	845,764.	
	b -----				
	c -----				
	d -----				
	e -----				
	f All other program service revenue....				
	<b>g Total. Add lines 2a-2f.....</b>		<b>845,764.</b>		
<b>Other Revenue</b>	3 Investment income (including dividends, interest and other similar amounts).....		19.		19.
	4 Income from investment of tax-exempt bond proceeds...>				
	5 Royalties.....>				
	6 a Gross rents.....	(i) Real (ii) Personal			
	b Less: rental expenses				
	c Rental income or (loss)...				
	d Net rental income or (loss).....>				
	7 a Gross amount from sales of assets other than inventory	(i) Securities (ii) Other			
	b Less: cost or other basis and sales expenses.....				
	c Gain or (loss).....				
	d Net gain or (loss).....>				
	8 a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18.....	a			
	b Less: direct expenses.....	b			
	c Net income or (loss) from fundraising events.....>				
	9 a Gross income from gaming activities. See Part IV, line 19.....	a			
b Less: direct expenses.....	b				
c Net income or (loss) from gaming activities.....>					
10 a Gross sales of inventory, less returns and allowances.....	a				
b Less: cost of goods sold.....	b				
c Net income or (loss) from sales of inventory.....>					
<b>Miscellaneous Revenue</b>		<b>Business Code</b>			
11 a <u>Miscellaneous income</u>		162.	162.		
b -----					
c -----					
d All other revenue.....					
<b>e Total. Add lines 11a-11d.....</b>		<b>162.</b>			
<b>12 Total revenue. See instructions.....</b>		<b>901,484.</b>	<b>845,926.</b>	<b>0.</b>	<b>19.</b>

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21.				
2 Grants and other assistance to domestic individuals. See Part IV, line 22.				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members.				
5 Compensation of current officers, directors, trustees, and key employees	104,737.	0.	0.	0.
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0.	0.	0.	0.
7 Other salaries and wages	414,651.	288,731.	125,920.	
8 Pension plan accruals and contributions (Include section 401(k) and 403(b) employer contributions)	4,563.	3,177.	1,386.	
9 Other employee benefits	37,021.	25,779.	11,242.	
10 Payroll taxes	30,422.	21,184.	9,238.	
11 Fees for services (non-employees):				
a Management	4,519.		4,519.	
b Legal	5,182.		5,182.	
c Accounting	3,995.		3,995.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17.				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion	150.	150.		
13 Office expenses	7,528.		7,528.	
14 Information technology	3,449.	3,449.		
15 Royalties				
16 Occupancy	16,590.	14,931.	1,659.	
17 Travel	626.	626.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials.				
19 Conferences, conventions, and meetings				
20 Interest	2,549.	2,549.		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	24,491.	24,491.		
23 Insurance	10,947.	9,852.	1,095.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <u>Dental Supplies</u>	33,107.	33,107.		
b <u>Laboratory Fees</u>	17,029.	17,029.		
c <u>Dental Equipment Maintenance</u>	7,635.	7,635.		
d <u>Credit Card Fees</u>	3,337.	3,337.		
e All other expenses	20,454.	19,215.	1,239.	
25 Total functional expenses. Add lines 1 through 24e	752,982.	475,242.	173,003.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X.

		(A) Beginning of year		(B) End of year		
<b>Assets</b>	1	Cash — non-interest-bearing .....	11,953.	1	53,758.	
	2	Savings and temporary cash investments .....		2	60,763.	
	3	Pledges and grants receivable, net .....		3	5,538.	
	4	Accounts receivable, net .....	55,987.	4	184,586.	
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L .....		5		
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L .....		6		
	7	Notes and loans receivable, net .....		7		
	8	Inventories for sale or use .....		8		
	9	Prepaid expenses and deferred charges .....	3,903.	9	2,441.	
	10 a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D .....	10 a	618,780.		
	10 b	Less: accumulated depreciation .....	10 b	257,048.		
				366,175.	10 c	361,732.
	11	Investments — publicly traded securities .....		11		
	12	Investments — other securities. See Part IV, line 11 .....		12		
	13	Investments — program-related. See Part IV, line 11 .....		13		
	14	Intangible assets .....		14		
15	Other assets. See Part IV, line 11 .....		15			
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 34) .....	438,018.	16	668,818.		
<b>Liabilities</b>	17	Accounts payable and accrued expenses .....	38,825.	17	26,556.	
	18	Grants payable .....		18		
	19	Deferred revenue .....		19	282.	
	20	Tax-exempt bond liabilities .....		20		
	21	Escrow or custodial account liability. Complete Part IV of Schedule D .....		21		
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L .....		22		
	23	Secured mortgages and notes payable to unrelated third parties .....	55,718.	23	45,266.	
	24	Unsecured notes and loans payable to unrelated third parties .....		24		
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D ..		25		
	26	<b>Total liabilities.</b> Add lines 17 through 25 .....	94,543.	26	72,104.	
<b>Net Assets or Fund Balances</b>	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.					
	27	Unrestricted net assets .....	343,475.	27	596,714.	
	28	Temporarily restricted net assets .....		28		
	29	Permanently restricted net assets .....		29		
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.					
	30	Capital stock or trust principal, or current funds .....		30		
	31	Paid-in or capital surplus, or land, building, or equipment fund .....		31		
	32	Retained earnings, endowment, accumulated income, or other funds .....		32		
33	<b>Total net assets or fund balances.</b> .....	343,475.	33	596,714.		
34	<b>Total liabilities and net assets/fund balances.</b> .....	438,018.	34	668,818.		

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**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	901,484.
2	Total expenses (must equal Part IX, column (A), line 25)	2	752,982.
3	Revenue less expenses. Subtract line 2 from line 1	3	148,502.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	343,475.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	491,977.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

1 Accounting method used to prepare the Form 990:  Cash  Accrual  Other \_\_\_\_\_

If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.

2a Were the organization's financial statements compiled or reviewed by an independent accountant?  Yes  No

If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:

Separate basis  Consolidated basis  Both consolidated and separate basis

b Were the organization's financial statements audited by an independent accountant?  Yes  No

If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:

Separate basis  Consolidated basis  Both consolidated and separate basis

c If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?  Yes  No

If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.

3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?  Yes  No

b If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.  Yes  No

	Yes	No
1		
2a		X
2b		X
2c		
3a		X
3b		

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**SCHEDULE A**  
(Form 990 or 990-EZ)

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.  
 ▶ Attach to Form 990 or Form 990-EZ.  
 ▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2015**

Open to Public Inspection

Name of the organization **Sullivan County Oral Health Collaborative**

Employer identification number  
**68-0662886**

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1  A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2  A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4  A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8  A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9  An organization that normally receives: (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions – subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 10  An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 11  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations .....
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2015

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants'.) . . . . .	27,536.	34,341.	36,017.	26,694.	55,539.	180,127.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						0.
3 The value of services or facilities furnished by a governmental unit to the organization without charge. . . . .						0.
4 Total. Add lines 1 through 3. . . . .	27,536.	34,341.	36,017.	26,694.	55,539.	180,127.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f). . . . .						0.
6 Public support. Subtract line 5 from line 4. . . . .						180,127.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
7 Amounts from line 4. . . . .	27,536.	34,341.	36,017.	26,694.	55,539.	180,127.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources. . . . .	3.	8.	2.		19.	32.
9 Net income from unrelated business activities, whether or not the business is regularly carried on . . . . .						0.
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) See Part VI. . . . .					162.	162.
11 Total support. Add lines 7 through 10. . . . .						180,321.
12 Gross receipts from related activities, etc. (see instructions) . . . . .					12	0.
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here. . . . .						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2015 (line 6, column (f) divided by line 11, column (f)). . . . .	14	99.89 %
15 Public support percentage from 2014 Schedule A, Part II, line 14. . . . .	15	99.99 %
16 a 33-1/3% support test – 2015. If the organization did not check the box on line 13, and line 14 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization. . . . .	<input checked="" type="checkbox"/>	
b 33-1/3% support test – 2014. If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization. . . . .	<input type="checkbox"/>	
17 a 10%-facts-and-circumstances test – 2015. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization. . . . .	<input type="checkbox"/>	
b 10%-facts-and-circumstances test – 2014. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization. . . . .	<input type="checkbox"/>	
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions. . . . .	<input type="checkbox"/>	

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
1 Gifts, grants, contributions and membership fees received. (Do not include any 'unusual grants'.)						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose.						
3 Gross receipts from activities that are not an unrelated trade or business under section 513.						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						
5 The value of services or facilities furnished by a governmental unit to the organization without charge.						
6 Total. Add lines 1 through 5.						
7 a Amounts included on lines 1, 2, and 3 received from disqualified persons.						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year.						
c Add lines 7a and 7b.						
8 Public support. (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
9 Amounts from line 6.						
10 a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources.						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975.						
c Add lines 10a and 10b.						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on.						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here. ▶ <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2015 (line 8, column (f) divided by line 13, column (f)).	15	%
16 Public support percentage from 2014 Schedule A, Part III, line 15.	16	%

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2015 (line 10c, column (f) divided by line 13, column (f)).	17	%
18 Investment income percentage from 2014 Schedule A, Part III, line 17.	18	%

- 19 a 33-1/3% support tests – 2015. If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization. ▶
- b 33-1/3% support tests – 2014. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization. ▶
- 20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions. ▶

Part IV Supporting Organizations

(Complete only if you checked a box in line 11 on Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

Table with 3 columns: Question, Yes, No. Contains 10 main questions (1-10) and sub-questions (a, b, c) regarding supported organizations, including their designation, IRS status, foreign support, and excess business holdings.

**Part IV Supporting Organizations** (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization? .....	11 a	
b A family member of a person described in (a) above? .....	11 b	
c A 35% controlled entity of a person described in (a) or (b) above? <i>If 'Yes' to a, b, or c, provide detail in Part VI</i> .....	11 c	

**Section B. Type I Supporting Organizations**

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If 'No,' describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year</i> .....	1	
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If 'Yes,' explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization</i> .....	2	

**Section C. Type II Supporting Organizations**

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If 'No,' describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s)</i> .....	1	

**Section D. All Type III Supporting Organizations**

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided? .....	1	
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If 'No,' explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s)</i> .....	2	
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If 'Yes,' describe in Part VI the role the organization's supported organizations played in this regard</i> .....	3	

**Section E. Type III Functionally-Integrated Supporting Organizations**

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):
- a  The organization satisfied the Activities Test. Complete line 2 below.
  - b  The organization is the parent of each of its supported organizations. Complete line 3 below.
  - c  The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).

2 Activities Test. Answer (a) and (b) below.

	Yes	No
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If 'Yes,' then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities</i> .....	2a	
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If 'Yes,' explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement</i> .....	2b	
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI</i> .....	3a	
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If 'Yes,' describe in Part VI the role played by the organization in this regard</i> .....	3b	

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on November 20, 1970. See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8	

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C – Distributable Amount		(A) Prior Year	Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	

7  Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions).

**Part V** Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D – Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes.....	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity.....	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations.....	
4	Amounts paid to acquire exempt-use assets.....	
5	Qualified set-aside amounts (prior IRS approval required).....	
6	Other distributions (describe in Part VI). See instructions.....	
7	<b>Total annual distributions.</b> Add lines 1 through 6.....	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.....	
9	Distributable amount for 2015 from Section C, line 6.....	
10	Line 8 amount divided by Line 9 amount.....	

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2015	(iii) Distributable Amount for 2015
1	Distributable amount for 2015 from Section C, line 6.....		
2	Underdistributions, if any, for years prior to 2015 (reasonable cause required – see instructions).....		
3	Excess distributions carryover, if any, to 2015:		
a			
b			
c			
d	From 2013.....		
e	From 2014.....		
f	<b>Total of lines 3a through e.</b> .....		
g	Applied to underdistributions of prior years.....		
h	Applied to 2015 distributable amount.....		
i	Carryover from 2010 not applied (see instructions).....		
j	<b>Remainder.</b> Subtract lines 3g, 3h, and 3i from 3f.....		
4	Distributions for 2015 from Section D, line 7: \$		
a	Applied to underdistributions of prior years.....		
b	Applied to 2015 distributable amount.....		
c	<b>Remainder.</b> Subtract lines 4a and 4b from 4.....		
5	Remaining underdistributions for years prior to 2015, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions).....		
6	Remaining underdistributions for 2015. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions).....		
7	<b>Excess distributions carryover to 2016.</b> Add lines 3j and 4c.....		
8	Breakdown of line 7:		
a			
b			
c	Excess from 2013.....		
d	Excess from 2014.....		
e	Excess from 2015.....		

BAA

**Part VII** **Supplemental information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

**Part II, Line 10 - Other Income**

Nature and Source	2015	2014	2013	2012	2011
Miscellaneous revenue	\$ 162.				
<b>Total</b>	<b>\$ 162.</b>	<b>\$ 0.</b>	<b>\$ 0.</b>	<b>\$ 0.</b>	<b>\$ 0.</b>

**Schedule B**  
(Form 990, 990-EZ,  
or 990-PF)

Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.  
▶ Information about Schedule B (Form 990, 990-EZ, 990-PF) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2015**

Name of the organization **Sullivan County Oral Health  
Collaborative**

Employer identification number  
**68-0662886**

Organization type (check one):

Filers of:

Form 990 or 990-EZ

Section:

501(c)( 3 ) (enter number) organization

4947(a)(1) nonexempt charitable trust not treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note.** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33-1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year . . . . . ▶ \$ \_\_\_\_\_

**Caution.** An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer 'No' on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990, 990-EZ, or 990-PF) (2015)

Name of organization <b>Sullivan County Oral Health</b>	Employer identification number <b>68-0662886</b>
--	---

**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) Number	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Department of Health and Human Serv 29 Hazen Drive Concord, NH 03301-6504	\$ 22,808.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	US Department of Treasury 87 State Street - Suite 324 Montpelier, VT 05601	\$ 5,596.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	Agnes Lindsay Trust 660 Chestnut Street Manchester, NH 03104	\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	Dentaquest 465 Medford Street Charlestown, MA 02129	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
---	----- ----- -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
---	----- ----- -----	\$ -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)



Name of organization: Sullivan County Oral Health  
 Employer identification number: 68-0662886

**Part III** Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this information once. See Instructions.) ..... \$ N/A  
 Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	N/A		

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift	
Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

**SCHEDULE D  
(Form 990)**

**Supplemental Financial Statements**

OMB No. 1545-0047

**2015**

Department of the Treasury  
Internal Revenue Service

▶ Complete if the organization answered 'Yes' on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.  
▶ Attach to Form 990.  
▶ Information about Schedule D (Form 990) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Department of the Treasury  
Internal Revenue Service  
Inspector

Name of the organization

Sullivan County Oral Health Collaborative

Employer identification number

68-0662886

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.**

Complete if the organization answered 'Yes' on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year .....		
2 Aggregate value of contributions to (during year) .....		
3 Aggregate value of grants from (during year) .....		
4 Aggregate value at end of year .....		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? .....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? .....	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Part II Conservation Easements.**

Complete if the organization answered 'Yes' on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

Preservation of land for public use (e.g., recreation or education)       Preservation of a historically important land area

Protection of natural habitat       Preservation of a certified historic structure

Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements .....	2 a
b Total acreage restricted by conservation easements .....	2 b
c Number of conservation easements on a certified historic structure included in (a) .....	2 c
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register .....	2 d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ \_\_\_\_\_

4 Number of states where property subject to conservation easement is located ▶ \_\_\_\_\_

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? .....

Yes       No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \_\_\_\_\_

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ \_\_\_\_\_

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? .....

Yes       No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.**

Complete if the organization answered 'Yes' on Form 990, Part IV, line 8.

1 a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 .....

▶ \$ \_\_\_\_\_

(ii) Assets included in Form 990, Part X .....

▶ \$ \_\_\_\_\_

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 .....

▶ \$ \_\_\_\_\_

b Assets included in Form 990, Part X .....

▶ \$ \_\_\_\_\_

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)**

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a  Public exhibition
- b  Scholarly research
- c  Preservation for future generations
- d  Loan or exchange programs
- e  Other \_\_\_\_\_

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1 a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No

b If 'Yes,' explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1 c
d Additions during the year	1 d
e Distributions during the year	1 e
f Ending balance	1 f

2 a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No

b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

**Part V Endowment Funds.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1 a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment  %
- b Permanent endowment  %
- c Temporarily restricted endowment  %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3 a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) unrelated organizations
- (ii) related organizations

	Yes	No
3a(i)		
3a(ii)		
3b		

b If 'Yes' on line 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1 a Land				
b Buildings		419,373.	250,778.	168,595.
c Leasehold improvements				
d Equipment		180,680.	6,270.	174,410.
e Other		18,727.		18,727.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				361,732.

**Part VII Investments - Other Securities.**

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives.....		
(2) Closely-held equity interests.....		
(3) Other		
(A) -----		
(B) -----		
(C) -----		
(D) -----		
(E) -----		
(F) -----		
(G) -----		
(H) -----		
(I) -----		
Total. (Column (b) must equal Form 990, Part X, column (B) line 12.) . . . ▶		

**Part VIII Investments - Program Related.**

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) . . . ▶		

**Part IX Other Assets.**

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
Total. (Column (b) must equal Form 990, Part X, column (B) line 15.) . . . . . ▶	

**Part X Other Liabilities.**

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25

(a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. (Column (b) must equal Form 990, Part X, column (B) line 25.) . . . . . ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII . . . . .

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.** N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements.....		1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
	a Net unrealized gains (losses) on investments.....	2 a		
	b Donated services and use of facilities.....	2 b		
	c Recoveries of prior year grants.....	2 c		
	d Other (Describe in Part XIII.).....	2 d		
	e Add lines 2a through 2d.....		2 e	
3	Subtract line 2e from line 1.....		3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b.....	4 a		
	b Other (Describe in Part XIII.).....	4 b		
	c Add lines 4a and 4b.....		4 c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.).....		5	

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.** N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements.....		1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
	a Donated services and use of facilities.....	2 a		
	b Prior year adjustments.....	2 b		
	c Other losses.....	2 c		
	d Other (Describe in Part XIII.).....	2 d		
	e Add lines 2a through 2d.....		2 e	
3	Subtract line 2e from line 1.....		3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b.....	4 a		
	b Other (Describe in Part XIII.).....	4 b		
	c Add lines 4a and 4b.....		4 c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.).....		5	

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**SCHEDULE O**  
(Form 990 or 990-EZ)

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.  
▶ Attach to Form 990 or 990-EZ.  
▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is  
at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2015**

Office of Public  
Inspection

Name of the organization **Sullivan County Oral Health  
Collaborative**

Employer identification number  
**68-0662886**

**Form 990, Part VI, Line 11b - Form 990 Review Process**

The managing director and financial members of the board of directors review the tax return internally and with the tax preparer.

**Form 990, Part VI, Line 19 - Other Organization Documents Publicly Available**

No other documents available to the public.

SULLIVAN COUNTY ORAL HEALTH COLLABORATIVE  
BOARD OF DIRECTORS

Amy Lavertue, Interim Board Chair

Jean Shaw, Secretary

Patrick O'grady, Board Member

Middleton McGoodwin, Board Member

Nancy Dumont, Board Member

Nancy Martin, Board Member

SAB  
6/14/17

# Christopher M. Wilson, D.D.S., P.C.

## EXPERIENCE:

### **Christopher M. Wilson, DDS, Owner 1994-Present**

Owner of a successful practice in a rural community serving a broad mix of peoples from vastly different socioeconomic backgrounds. The practice is sensitive to the needs of Randolph. This Practice is based on bettering the lives of its patients through sound occlusal concepts and a thorough understanding of the orthognathic system. An extensive mix of services is offered based on these concepts. The practice offers comprehensive, aesthetic, and restorative dentistry for patients of all ages. Other offerings consist of oral surgery, periodontal management, orthodontics, and endodontics. The practice embraces proven concepts with modern technologies. All of this has yielded a hugely successful practice. Between implemented techniques and understanding how the business of dentistry operates, the practice has spent several years in the top 3 percent of most profitable dental practices in the country. A dedicated commitment to continuing education has served the practice well.

### **Edward Kollar DDS, Morrisville, VT 1993 – 1994**

Practice general dentistry

### **Michael R. Dick, DDS, Rutland, VT 1992-1993**

Practiced general dentistry

### **Dental Laboratory Technician, United States Air Force 1981-1986**

Eglin Regional Hospital, fort Walton, Beach Florida.... In Support of their prosthodontic residency program. Spandahlem Dental Clinic Spangdahlem ,Germany.

## EDUCATION:

### **Doctorate of Dental Surgery, Ohio State College of Dentistry, 1992**

### **LD Pankey Continuum** including the following courses:

C1,C2,C2e,C3,Esthetics,C4,Mastering Occlusal Concepts, Journalism in Dentistry

Currently registered as a Pankey Mentor.

**The Parker Mahan Facial Pain Center Course Continuum** including:Deferential Diagnosis of Myofacial Pain parts one and two, Pain Clinic Mini Residency, Head and Neck Gross Anatomy.(During this time, I completed Jeff Okeson's 15 hour DVD series on myofacial pain in order to compare and contrast the two schools of thought.)

**Implant Seminars** course series parts 1 through 6. Hands On Implant Placement and Bone Management Workshop.

### **The Spear Institute** including the following courses:

Demystifying Occlusion

Facially Generated Treatment Planning

A handwritten signature, possibly 'SMB', is written above the date '6/14/17'.

Occlusion in Clinical Practice  
Anterior Restorative Dentistry  
Faculty Club Member – Facially Generated Treatment Planning  
Mentor/Help Teach – Occlusion in Clinical Practice and facially generated treatment planning

**Invisalign** training and certification

**Cerec** training and certification: One of the first clinicians in the state of Vermont to implement milled restorations into the practice.

Offered various workshops to dentist through out Vermont on techniques using Cerec in conjunction with sound occlusion.

**U.S. Patents held:** Numbers 5354201 and 5486110 Myloflex which is a modified mandibular denture.

**Outer Limits Inc.** President 1995 – 1999. Businesses purpose was to market ,manufacture , and licence the Myloflex technique. Gave lectures throughout the United States and Canada to dentist and dental laboratory technicians about said denture technique.

**Work with private consulting firms:**

Benco Consulting  
Sally McKenzie Consulting  
Mel Livernois DDS  
Blatchford Solutions

**Currently member of:**

American Dental Association  
Vermont State Dental Society  
American Dental Implant Association  
Spear Faculty Club  
LD Pankey Class One Triple Plus Club

**Former member of:**

American Academy of Cosmetic Dentistry  
North American Academy Computerized Dentistry  
LD Pankey Alumni Association

**Volunteer Services**

Randolph Chamber of Commerce Board of Directors 1998-2003  
President of Randolph Chamber of Commerce 2000-2002  
Citizens Advisory Board (The Round Table) Vermont Technical College 2005-2010  
Planning Board, Gifford Medical Center, Randolph, VT 2009 - Present  
Rotary International, Randolph, VT 2006-Present

Personal interest: Sixteen year old son, sculpting, cycling, skiing and learning.

6/14/17

Sally J. Bouchard

# Sally J. Bouchard

**Objective** Dedicated professional with more than 18 years helping business thrive.  
Extensive work in collaborative communication and co-discovery skills.

**Qualifications**

- \* Excellent human relation skills, having dealt with a variety of customers and employees
- \* Office, computer and organizational skills
- \* Superior ability to achieve immediate and long-term goals
- \* Ability to execute a number of projects simultaneously
- \* Solid communication skills
- \* Able to work independently and handle a variety of tasks
- \* Flexible, reliable, and dedicated.
- \* Detail oriented.
- \* Written and verbal communication skills

**Education**

- \* Fall Mountain Regional High School
- \* Champlain College

**Courses/Training**

- \* Effective Listening
- \* Dealing with Difficult People
- \* Strategic Scheduling
- \* Keep Your Re-Care List Short
- \* Organized in a Multi-Tasking World
- \* Training a Team
- \* Communication Systems... Over The Phone or In-Person
- \* QuickBooks
- \* The Disney Experience--excellence in customer service
- \* Mary Osborne and Dr. Mike McDivette "Continuing to Care"
- \* Mary Osborne Workshop "Staying in the Question"
- \* Mary Osborne Workshop "Leadership and Legacy"
- \* Mary Osborne and Dr. Mike Melkers "Difficult Discussions"
- \* Dr. Suzuki's Periodontal Seminar
- \* Total Health Symposium
- \* Straine Consulting - Implementation of protocol
- \* Tracking your finances for sustainability
- \* Nuts and Bolts of Occlusion

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SJB

**Professional  
Experience**

**2011-Present Practice Manager  
Santavicca Dental Professionals**

- \* Training a team with new software conversion
- \* Brought A/R from \$68,000 to \$9,000 in 10 months
- \* Train new staff members
- \* Account payables, and receivables
- \* QuickBooks accounting system to on-line QB conversion
- \* Designing a continuing care program
- \* Brought overdue continuing care from 570 pt. to 344 in 45 days
- \* Worked with clinical floor to gain smooth flow for the day
- \* Devised a Dailey huddle for team
- \* Discuss treatment plans and finances for patients
- \* Review insurance benefits for patients
- \* Setting weekly, monthly and year end goals for production and procedures
- \* Bi-weekly payroll
- \* Quarterly report preparation
- \* Monthly production statistics reported
- \* Development of procedure and policy were needed
- \* Implementation of policy for a team of 12 employees

**2002 - 2011 Front Desk Coordinator/Marketing Director  
Dr. Reckis/Greater Falls Dentistry**

- \*Morning huddle agenda
- \* Prepare schedules for Doctors and Hygienist's
- \* Prepare charts for the next day patients
- \* Schedule all appointments for treatment with doctor and re-care with hygienist
- \* Review treatment in detail with patient
- \* Form treatment plan and financial information
- \* Discuss insurance benefits with patients
- \* Comfort calls to all required patients
- \* Review patient charts, make outgoing calls to schedule treatment or hygiene appointments not booked
- \* Promoting dentistry and hygiene services
- \* Work one on one with all local papers and phonebook yellow pages for advertising.
- \* Created dental advertisements
- \* Created promotional ads
- \* Worked with all internal marketing to run in office specials
- \* Create ads for external mass mailing

SJB  
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- \* Up-dated and managed web-site
- \* Created and managed Facebook account
- \* Wrote and formed office policy when needed
- \* Keep statistics for all front office and marketing material
- \* Set weekly goals for office, keep track daily of goal

**1990-2002      Office Manager/Information Specialist  
Le Studio Of Gymnastics and Dance**

- \* Prepare for meetings and correspond with all employees on upcoming meetings
- \* Maintain in-office calendar and training calendar, keeping track of schedules and appointments
- \* Format monthly newsletter
- \* Organize materials for various training sessions and register new members
- \* Answered phones, greeted and assisted visitors, and handled general administrative duties such as filing, faxing, copying, and mailing.
- \* Monthly billing of dues.
- \* Orientation of new members
- \* Taught children ages 3-18... Tap, Jazz, Ballet, and Gymnastics

# Kyle Williams Messier RDH, BS

## OBJECTIVE

A challenging position that allows further development of my dental, management, organizational, planning, communication and facilitation skills.

To continue serving in the arena of Public Dental Health as part of a professional dental group that provides clinical services at Community Dental Care - thus creating a potential for continuity and familiarity for the children and families of the Claremont Dental Initiative.

## SUMMARY OF EXPERIENCES AND QUALIFICATIONS

Through my diverse life and challenging work experiences, I have acquired and developed many skills that allow me to play an effective role in public dental health. I have the ability to:

- Advocate for the forward progress of public dental health
- Communicate effectively with people of varied backgrounds.
- Assist people in establishing and attaining their dental health goals
- Ensure that coordination and informational needs are met in a timely manner.
- Appreciate the need to set goals, establish priorities, monitor progress and when appropriate to provide direction and leadership essential for success of an emerging public dental health practice.

### *My experiences include:*

- Public Health Dental Hygienist for the Claremont Dental Initiative
- Project Manager for the establishment of the Community Dental Care of Claremont
- 27 years of Private Practice, Consultations/Training in Dentistry, National Sales Representative
- Chair of the Board of Directors, Main Street Claremont
- Police Commissioner: City of Claremont
- Claremont City Counselor
- Property Manager in Claremont's City Center

## DETAILED DENTAL EXPERIENCES AND QUALIFICATIONS

**1978–to date Registered Dental Hygienist New Hampshire Dental Hygiene License**

*In the public dental health sector, I coordinate dental outreach, education and screenings to birth through 5<sup>th</sup> grade and their families and provide preventive clinical services in the school setting. I provide case management to families in need, communication to overcome roadblocks to care, and create solutions for those who do not have access to dental care and prevention information. I also provide public relations outreach and advocate for public policy changes to support dental health.*

- 2005 - present      Public Health Dental Hygienist for the Claremont Dental Initiative
- 2007 - present      Project Manager: Community Dental Care of Claremont

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*In the private dental sector, I specialized in high technology dentistry, encompassing patient education and behavioral dynamics, the presentation of comprehensive dental treatment plans, using microscope, videos and advanced clinical skills.*

- 1998-2005 James Predmore DDS, Hanover, NH
- 1986-1998 Knudson, Knights and Predmore, Lebanon, NH
- 1981-1986 Michael Schuster DMD, Burlington, MA
- 1978-1981 Robert Keene DMD, Hanover, NH

#### **1984—to date Consultant in the Field of Dentistry**

- Designed and implemented 1, 2 and 3-day on-site consultations/training in dental offices in the United States, Canada, Bahamas and the European Union. Consultations include practice management techniques, advanced clinical communication and behavioral dynamics skills, assessment of employee skills and facilitation of next-step action plans tailored to individual client needs.
- Presented on the above topics at professional conferences and at workshops of dental professionals, organized regional seminars for dental professionals.

#### **1984–1998 National Sales Representative**

- 1984-1998 Oratec Corporation
- Specialized in Anti-Infective Periodontal Armamentarium-Phase Contrast Video Microscopy Systems.
- 1993-1995 Optiva Corporation - one of 4 national sales representatives asked to launch the Sonicare toothbrush into the marketplace.
- 1993-1995 Periogiene Corporation - specialized in ultrasonic instruments.

#### **AWARDS AND HONORS**

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- 2006 *Champions For Children Award*, Watch your Mouth Coalition
- 2004 *Athena Award - Women and Leadership*, Greater Claremont Chamber of Commerce
- 2002 *Women of Achievement Award*, Claremont Business and Professional Women
- 2002 *New Hampshire Main Street Community of the Year*, (During tenure as Chair, Board of Directors)

#### **EDUCATION**

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- 1984 B.S., Health Science, Northeastern University  
Concentration in Business and Education, graduated Magna Cum Laude
- 1978 RDH, Forsyth Dental Center Boston, MA
- 1978 A.S., Health Science, Northeastern University
- 1976 A.A., Physical Ed., University of New Hampshire

#### **MEMBERSHIP**

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- National Dental Hygiene Association
- New Hampshire Dental Hygiene Association

#### **INTERESTS**

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Community service, yoga, outdoor activities and travel.

References upon request.

SFB  
6/4/17

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Sullivan County Oral Health Collaborative

Name of Contract: Community Health Services/Oral Health Program

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Christopher Wilson, DDS	Dental Director	\$166,986	0.00%	\$0.00
Sally Bouchard	Executive Director	\$60,000	0.00%	\$0.00
Kyle Messier	CPHDH	\$34,500	58.00%	\$20,000.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$20,000.00</b>

  
 6/14/17

appt

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Beant



Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 DD Access: 1-800-735-2964



G&C APPROVED  
Date: 11/4/15  
Item #16

October 20, 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, Oral Health Program, to exercise a renewal option and enter into a **retroactive** amendment to an existing agreement with Sullivan County Oral Health Collaborative, Inc., 1 Tremont Street, Claremont, NH 03743, Vendor #208150-B002, to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$47,896, from \$47,896 to \$95,792, and by extending the completion date from June 30, 2015 to June 30, 2017, effective the date of Governor and Executive Council approval. Governor and Executive Council approved the original agreement on July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, ORAL HEALTH PROGRAM

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Activity Code</u>	<u>Class Title</u>	<u>Current Budget</u>	<u>Increase (Decrease) Amount</u>	<u>Revised Modified Budget</u>
2014	102-500731	90072003	Contracts for Program Services	\$22,808	\$ 0	\$22,808
2015	102-500731	90072003	Contracts for Program Services	\$25,088	\$ 0	\$25,088
2016	102-500731	90072003	Contracts for Program Services	\$ 0	\$22,808	\$22,808
2017	102-500731	90072003	Contracts for Program Services	\$ 0	\$25,088	\$25,088
<b>Total</b>				<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

Funds are available in State Fiscal Years 2016 and 2017, in the above account, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without approval from Governor and Executive Council.

### EXPLANATION

This amendment is **retroactive**. Although this contract is retroactive, the vendor has agreed that from when the contract ended July 1, 2015 until the date of Governor and Executive Council approval of the amendment, no work will be done.

Funds in this agreement will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations. Through this agreement with the Sullivan County Oral Health Collaborative, the school based settings option serves the Sullivan County area.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

This agreement is one of a total of fifteen contracts awarded as the result of a competitive bid process. Fourteen awarded contracts were previously submitted to and approved by the Governor and Executive Council under three separate requests; this agreement is the final to be submitted. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 the Sullivan County Oral Health Collaborative has continually well-performed its contractual responsibilities, the Department is exercising this option.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services provided by Sullivan County Oral Health Collaborative:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return parental consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to assess oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
October 20, 2015  
Page 3 of 3

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

  
Marcella Jordan Bobinsky  
Acting Director

Approved by:   
 Nicholas A. Toumpas  
Commissioner



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State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 Sullivan County Oral Health Collaborative, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 1 Tremont Street, Claremont, NH 03743.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, (Item #48), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$95,792
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1



New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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,

7/13/15  
Date

State of New Hampshire  
Department of Health and Human Services  
[Signature]  
Brook Dupee  
Bureau Chief

3/30/15  
Date

Sullivan County Oral Health Collaborative, Inc.  
[Signature]  
NAME Amy B. Lavette  
TITLE Board Vice-Chair

Acknowledgement:  
State of New Hampshire, County of Sullivan on 30, 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

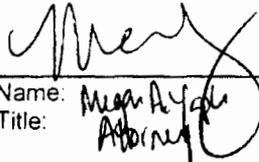
New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/21/15  
Date

  
Name: Merrilee Ayala  
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:



## Scope of Services

### The Contractor shall provide school-based oral health services as specified herein:

#### 1. General Provisions

The Contractor shall provide oral health assessment, preventive services, and referrals for restorative care for low-income, uninsured and underinsured children within the defined service area who don't have regular access to oral health care.

##### 1.1. Numbers Served

Oral assessment services are to be provided to a minimum of 1,000 students throughout each year of the contract term.

##### 1.2. Eligibility and Income Determination

1.2.1. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.

1.2.2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

##### 1.3. The contractor shall use one of the following models to provide the following services:

1.3.1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.

1.3.2. The "combination clinic voucher model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

##### 1.4. Oral health care services for the targeted population(s) shall include:

1.4.1. risk assessment;

1.4.2. oral health education;

1.4.3. oral screening;

1.4.4. early diagnosis of oral diseases;

1.4.5. preventive care focused on age appropriate dental sealants, Interim Therapeutic Restorations (ITRs) placed by a Certified Public Health Dental Hygienist, and fluoride varnish application; and

1.4.6. care coordination that links children to restorative treatment and disease management in a "dental home".

##### 1.5. Relevant Policies and Guidelines

The school-based oral health program shall:

1.5.1. Require no fee for any Medicaid client.

1.5.2. Assist eligible families with Medicaid enrollment directly or through referral.

1.5.3. Become a Medicaid provider for qualified clients.



Exhibit A Amendment #1

- 1.5.4. Provide a sliding fee scale for children from families without Medicaid or private dental insurance.
- 1.5.5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
- 1.5.6. Direct resources to evidence-based interventions.
- 1.5.7. Explore and secure future funding sources.

**1.6. 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:

- 1.6.1. Assess the ethnic/cultural needs, resources and assets of their community.
- 1.6.2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- 1.6.3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
- 1.6.4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
- 1.6.5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

**1.7. 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:

- 1.7.1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
- 1.7.2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
- 1.7.3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

**1.8. Publications Funded Under Contract**

- 1.8.1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 1.8.2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
- 1.8.3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).



Exhibit A Amendment #1

**1.9. Subcontractors**

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

The school-based oral health program shall consist of the following components:

- 2.1.1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
- 2.1.2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
- 2.1.3. Oral health educational presentations by health professionals to individual students at chair side or to groups in a classroom setting as part of a health care curriculum.
- 2.1.4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
- 2.1.5. A preventive dental program, that shall at minimum include the requirements of 1.4.5 above, for children through a school-based program that assesses risk of dental disease and tooth eruption.
- 2.1.6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for children without an established dental provider.
- 2.1.7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
- 2.1.8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

**2.2. Staffing Provisions**

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license and certification. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.



Exhibit A Amendment #1

**2.3. Staffing Changes**

- 2.3.1. New Hires: The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
- 2.3.2. Vacancies: The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**2.4. Coordination of Services**

- 2.4.1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
- 2.4.2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

**2.5. Meetings and Trainings**

The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

**3. Quality or Performance Improvement**

**3.1. Work plans**

- 3.1.1. Performance work plans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work plans are a key component of the Oral Health Program performance-based contracting system and of this contract.
- 3.1.2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health work plan progress/outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
- 3.1.3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the second contract year.
- 3.1.4. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.



Exhibit A Amendment #1

**3.2. Data and Reporting Requirements**

In addition to performance work plans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

- 3.2.1. Work plans and work plan outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
- 3.2.2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade target population.
- 3.2.3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
- 3.2.4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
- 3.2.5. An annual summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

**3.3. On-Site Reviews**

- 3.3.1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
- 3.3.2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
- 3.3.3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency performance work plan.

**3.4. Performance Measures**

Second and third grade students represent a group of children whose oral health status can be compared across New Hampshire programs, with children in other states and in the National Oral Health Surveillance System.

- 3.4.1. School-Based Performance Measures:
  - A minimum of 80% of 2nd and 3rd grade students returning consent forms
  - A minimum of 250 2nd and 3rd grade students shall receive oral screenings
  - Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
  - Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
  - 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
  - Percent of all 2nd and 3rd grade students screened with a history of decay



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**Method and Conditions Precedent to Payment**

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$22,808 in SFY 2016 and \$25,088 in SFY 2017 for oral health initiatives, for a total amount of \$47,896.
  - b. Funding is available as follows:
    - \$21,410 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$26,486 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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.



**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.



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. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.
4. The State of New Hampshire has determined that the contract activities do not warrant a full financial audit and therefore the parties have waived the requirement of Exhibit C, 9. Audit, and instead accept an Annual Financial Review or Copy of the Contractor's Annual Form 990 submission to the Internal Revenue Service. The provisions of Exhibit C, 9.1 and 9.2 remain in full force and effect.

*[Handwritten signature]*



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

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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48 SW  
7/10/13 # 48

June 18, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

44.7% federal  
55.3% grant

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Oral Health Program, to enter into agreements with vendors for an amount not to exceed \$269,288.00 to provide access to preventive and reparative dental treatment for individuals participating in the statewide school-based and/or community-based dental programs, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	SFY 2014/2015 Amount
Catholic Medical Center	\$71,200.00
Dental Health Works	\$54,096.00
Monadnock Hospital	\$47,896.00
Sullivan County	\$47,896.00
Tri-County Community Action Program	\$48,200.00
<b>TOTAL</b>	<b>\$269,288.00</b>

Funds to support this request are anticipated to be available in the following account for SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, ORAL HEALTH PROGRAM

See attachment for financial details

### EXPLANATION

This requested action seeks approval of the final five of 15 agreements that represent \$268,288.00 of the \$1,039,982.00 total anticipated to be spent statewide to provide increased access oral health care services. The first ten agreements were presented to, and approved by, Governor and Council on June 19, 2013, Item #93. These services include oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth for low income and uninsured children and adults statewide.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. The causes of oral health problems are multifaceted: Individuals with less income, less education or who have disabilities are less likely to be able to access dental care and more likely to have dental problems. In difficult economic times, more people have less access to dental care. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. Among third grade students, without access to care and assessed in the 2009 statewide school-based survey forty-three percent (43%) had a history of tooth decay. Among older adults in six senior centers and congregate meal sites, thirty-one percent (31%) had untreated decay. In addition, increasing numbers of refugees have even greater difficulty accessing oral health care when the need for foreign language interpretation presents another barrier to dental treatment.

Second and third grade children eligible for school-based dental services will receive oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth within the school environment. Children through age 19, and adults eligible for community-based dental services will receive oral health basic preventive, diagnostic, and restorative dental services at a community dental provider's office. Anticipated outcomes from this program will include fewer numbers of low-income, uninsured residents with untreated decay and more residents receiving preventive oral health care in New Hampshire.

Should Governor and Executive Council not authorize this Request, children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire may not receive oral health care services.

This contract is awarded as the result of a competitive bid process. On January 3, 2013 and again on February 18, 2013 the Division posted a Request for Proposals on the Department of Health and Human Services' web site for statewide School- and Community-Based oral health services. In addition, oral health stakeholders statewide were notified by e-mail of the Request for Proposals and a bidder's conference was held on January 16, 2013. An agency could apply to deliver community, school-based services, or both.

Sixteen agencies submitted 19 proposals. An evaluation committee of fourteen reviewers, internal and external to the Division of Public Health Services, evaluated the proposals. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services who hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations.

Fifteen agencies were selected for funding. The selection was based on review criteria specified in the Request for Proposals. The criteria evaluated the agency's capacity to carry out a program that provides oral health screening services to children and other vulnerable populations; assurance of ongoing oral health services with dentists in the community; program structure and plan to successfully complete the work; a reasonable and justifiable budget; and the appropriate format requested by the proposal. The proposals were scored and selected by taking an average of all reviewers' scores. The Bid Summary is attached.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 18, 2013  
Page 3 of 3

As referenced in the Request for Proposals, Renewals Section, these competitively procured Agreements have the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to access oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Preventive Health and Human Services Block Grant and 55.3% General Funds.

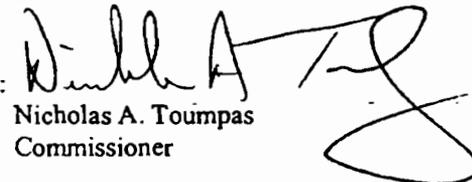
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

Program Name: Oral Health Program  
 Contract Purpose: Access to prevention and restorative dental treatment  
 RFP Score Summary (Three RFPs: 1-CB-Community-Based 2-SB-School-Based 3-NC-North Country)

REF/RFP CRITERIA	Max Pts	Catholic Medical Ctr-CB	Concord Hsp-CB	Coos Cnty Family Hlth Svcs-NC	Dental Hlth Works	Easter Seals NH-CB	Families First of the Grtr Seacoast-CB	Families First of the Grtr Seacoast-SB	Goodwin Community Hlth-CB	Goodwin Community Health-SB	GNDC-CB	Hlth First-SB	Lamprey Hh-SB
Age Capacity	30	29	29	30	28	29	29	30	29	26	30	27	27
Program Structure	50	46	46	45	49	49	48	49	46	42	49	43	40
Budget & Justification	15	13	14	12	14	12	14	12	14	12	15	14	11
Format	5	4	4	4	5	5	5	5	5	5	5	4	4
<b>Total</b>	<b>100</b>	<b>92</b>	<b>93</b>	<b>92</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>95</b>	<b>94</b>	<b>85</b>	<b>99</b>	<b>88</b>	<b>82</b>

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 64,716.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 26,800.00	\$ 20,000.00	\$ 46,800.00	\$ 26,800.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	\$ 26,800.00	\$ 20,000.00	\$ 46,800.00	\$ 26,800.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	\$ 53,600.00	\$ 40,000.00	\$ 93,600.00	\$ 53,600.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
	\$ 22,808.00	\$ 23,500.00	\$ 46,308.00	\$ 22,808.00	\$ 36,100.00	\$ 22,808.00	\$ 22,808.00
	\$ 25,088.00	\$ 23,500.00	\$ 48,588.00	\$ 25,088.00	\$ 35,100.00	\$ 23,500.00	\$ 25,088.00
	\$ 47,896.00	\$ 47,000.00	\$ 94,896.00	\$ 47,896.00	\$ 71,200.00	\$ 47,000.00	\$ 47,896.00
	\$ 20,309.00	\$ 20,309.00	\$ 40,618.00	\$ 20,309.00	\$ 20,309.00	\$ 20,309.00	\$ 20,309.00
	\$ 28,194.00	\$ 28,194.00	\$ 56,388.00	\$ 28,194.00	\$ 28,194.00	\$ 28,194.00	\$ 28,194.00

RFP Reviewers	Name	Job Title	Dept. Agency	Qualifications
	Sarah Finne	Dentist Supervisor	Greater Derry Children's Dental Health Network	The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the
	Fran McLaughlin	WIC Nutrition Consultant	Division of Public Health Services	Division of Public Health Services and hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations. Each reviewer was selected for the specific skill set they possess and their experience delivering oral health services.
	Shannon Mills	VP for Professional Relations	Northeast Delta Dental	The purpose of the review team is to compliment and build upon each of these perspectives for a well-balanced, objective review of the oral health proposals.
	Patricia Tilley	Bureau Chief (Acting)	Division of Public Health Services	
	Heather Brown	Network Representative	Northeast Delta Dental	
	Tracey Tarr	Administrator	Bureau of Elderly & Adult Services	
	Deb Nelson	Administrator	Head Start State Collation Office	
	Stacey Plourde	Chair	NH Board of Dental Examiners	
	Gail Brown	Policy Director	NH Oral Health Coalition	
	Alisa Druzba	Administrator	Division of Public Health Services	
	Connie George	Faculty	NHTI	
	Bev McGuire	Former Clinical Quality Mgr	Assurance Manager DPHS	
	Becky Bukowski	Administrator	Division of Public Health Services	
	Jim Williamson	Executive Director	NH Dental Society	

Program Name Oral Health Program  
 Contract Purpose Access to prevention and restorative dental treatment  
 RFP Score Summ (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NIC=North Country)

REA/RFP CRITERIA	Max Pts	Manchester Hlth Dept	Monadnock Hsp-SB	Spere Mem Hsp-SB	Sullivan Cty-SB	Sullivan City-CB	SAU 40 Milford SB	Tri-County CAP-SB
Age Capacity	30	29	29	29	25	20	25	28
Program Structure	50	48	46	47	43	40	37	46
Budget & Justification	15	14	13	13	10	10	13	11
Format	5	5	5	5	4	3	4	4
Total	100	95	92	94	82	72	79	89

BUDGET REQUEST	Year-01	Year-02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year-01	Year-02	TOTAL BUDGET AWARDED
	\$ 85,263.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 88,085.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00
	\$ 173,348.00	\$ 36,154.00	\$ 64,000.00	\$ 80,000.00	\$ 100,000.00	\$ 42,000.00	\$ 80,544.00
	\$ 22,808.00	\$ 22,808.00	\$ 24,074.00	\$ 22,808.00	\$ -	\$ -	\$ 22,952.00
	\$ 25,088.00	\$ 25,088.00	\$ 21,667.00	\$ 25,088.00	\$ -	\$ -	\$ 25,248.00
	\$ 47,896.00	\$ 47,896.00	\$ 45,741.00	\$ 47,896.00	\$ -	\$ -	\$ 48,200.00

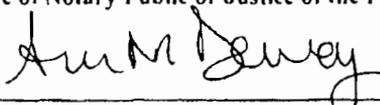
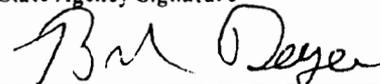
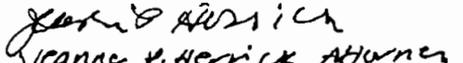
Subject: School-based oral health services for underserved students in Sullivan County, NH

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Sullivan County Oral Health Collaborative, Inc.		<b>1.4 Contractor Address</b> 1 Tremont Street Claremont, NH 03743	
<b>1.5 Contractor Phone Number</b> 603-287-1300	<b>1.6 Account Number</b> 05-95-90-902010-4727-102-500731	<b>1.7 Completion Date</b> June 30, 2014	<b>1.8 Price Limitation</b> \$47,896.00
<b>1.9 Contracting Officer for State Agency</b> Lisa L. Bujno, MSN, APRN Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Susan Schroeter, Managing Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> County of <u>Sullivan</u> On <u>6/14/13</u> , before the undersigned officer, personally appeared the person identified in block 1.11, who is duly and lawfully authorized and factually proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document for the purposes indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Ann Dewey			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Lisa L. Bujno, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Attorney On: <u>25 JUN. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			



*Handwritten initials and date:* 6/14/13

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: *AA*  
Date: *6/19/13*

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**New Hampshire Department of Health and Human Services  
Statewide Community and School-Based Oral Health Services**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
Statewide Community and School-Based Oral Health Services**

This 2<sup>nd</sup> Amendment to the Statewide Community and School-Based Oral Health Services contract (hereinafter referred to as "Amendment Two") dated this 9<sup>th</sup> day of June, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #93, and subsequently amended on May 6, 2015, Item #16, 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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:

1. Amend Form P-37, Block 1.7, to read June 30, 2018.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$25,248 from \$96,400 to read: \$121,648.
3. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9246.
5. Amend Budget to:
  - Add Exhibit B-1 Budget SFY 2018.

**New Hampshire Department of Health and Human Services**  
**Statewide Community and School-Based Oral Health 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,

6/19/17  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Name: Lisa Morris, MSSW  
Title: Director

Tri-County Community Action Program, Inc.

6-14-17  
Date

[Signature]  
Name: Robert G. Boschen, Jr.  
Title: Chief Executive Officer

**Acknowledgement of Contractor's signature:**

State of New Hampshire, County of Coos on 6-14-17, before the undersigned officer, personally appeared the person identified directly 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]  
Signature of Notary Public or Justice of the Peace

Suzanne C. French, Notary

Name and Title of Notary or Justice of the Peace

My Commission Expires: 6-19-18

**New Hampshire Department of Health and Human Services**  
**Statewide Community and School-Based Oral Health Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/27/17  
Date

[Signature]  
Name:  
Title:

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 SFY 2018

### New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Tri-County Community Action Program

Statewide Community & School Based Oral  
Budget Request for: Health Services  
(Name of RFP)

Budget Period: SFY 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 17,443.00	\$ -	\$ 17,443.00	
2. Employee Benefits	\$ 2,221.00	\$ -	\$ 2,221.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 250.00	\$ -	\$ 250.00	
Purchase/Depreciation	\$ 250.00	\$ -	\$ 250.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 250.00	\$ -	\$ 250.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 750.00	\$ -	\$ 750.00	
6. Travel	\$ 1,200.00	\$ -	\$ 1,200.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Indirect As A Percent of Direct	\$ -	\$ 2,884.00	\$ 2,884.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 22,364.00</b>	<b>\$ 2,884.00</b>	<b>\$ 25,248.00</b>	

Indirect As A Percent of Direct

12.9%

Exhibit B-1 Budget SFY 2018

Contractor Initials: RGB

# 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 TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of April A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, 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 8-23-16:

(Date)

**RESOLVED:** That the Chief Executive Officer

(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 15th day of June, 2017.

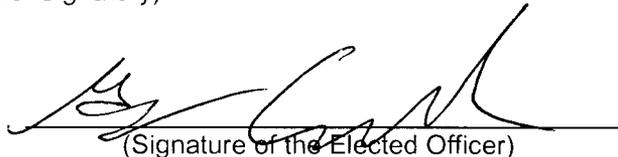
(Date Contract Signed)

4. Robert G. Boschen, Jr. 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 15th day of June, 2017,

By Gary Coulombe.

(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/6/2017

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Karen Shaughnessy <b>PHONE (A/C No, Ext):</b> (603) 669-3218 <b>FAX (A/C No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com	
<b>INSURED</b> Tri-County Community Action Program, Inc 30 Exchange Street  Berlin NH 03570		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Technology Ins. Co. <b>NAIC #</b> 42376 <b>INSURER B:</b> Wesco Ins. Co. <b>25011</b> <b>INSURER C:</b> AmGuard Ins Co <b>42390</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 17-18 All lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:		TPP1224751	7/1/2017	7/1/2018	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 \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <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		TPP1224751	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		WUM1565713	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	TRMC850263 (3a.) NH K. Matthews. R. Urban & W. Hatch excluded	7/1/2017	7/1/2018	<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
A	Professional Liability		TPP1224751	7/1/2017	7/1/2018	Per Occurrence \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Janice.Southwick@dhhs.nh.g

 NH DHHS  
 129 Pleasant Street  
 Concord, NH 03301
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Franggos/JSC

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## **MISSION STATEMENT**

**Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.**

**We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.**

***Tri-County Community Action Programs...  
Helping people, changing lives.***

**TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.**

***TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc.***

***...Helping people, changing lives.***

*Financial Statements*

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**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.  
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015  
AND  
INDEPENDENT AUDITORS' REPORT**

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS**

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To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

**Leone,  
McDonnell  
& Roberts**  
PROFESSIONAL ASSOCIATION  
CERTIFIED PUBLIC ACCOUNTANTS  
WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD  
STRATHAM

## **INDEPENDENT AUDITORS' REPORT**

### ***Report on the Financial Statements***

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of cash flows and functional expenses, and the related notes to the consolidated financial statements for the years then ended, and the related consolidated statement of activities for the year ended June 30, 2016.

### ***Management's Responsibility for the 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 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 auditors' judgement, 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 Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2016 and 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2016 in accordance with accounting principles generally accepted in the United States of America.

## **Report on Summarized Comparative Information**

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2015 financial statements, and we expressed an unmodified audit opinion on those financial statements in our report dated December 10, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

## **Other Information**

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, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis 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 information 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 November 16, 2016, on our consideration of Tri-County Community Action Program, 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 Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

*Leone, McDonnell + Roberts*  
*Professional Association*

November 16, 2016  
North Conway, New Hampshire

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 589,806	\$ 488,950
Accounts receivable	1,248,318	1,014,274
Pledges receivable	229,419	247,754
Inventories	88,880	116,150
Prepaid expenses	<u>40,992</u>	<u>30,678</u>
Total current assets	<u>2,197,415</u>	<u>1,897,806</u>
<b>PROPERTY</b>		
Property, plant, and equipment	13,388,060	13,468,105
Less accumulated depreciation	<u>(5,052,926)</u>	<u>(4,588,525)</u>
Property, net	<u>8,335,134</u>	<u>8,879,580</u>
<b>OTHER ASSETS</b>		
Restricted cash	787,761	540,395
Building refinance costs, net	<u>14,478</u>	<u>15,365</u>
Total other assets	<u>802,239</u>	<u>555,760</u>
<b>TOTAL ASSETS</b>	<u>\$ 11,334,788</u>	<u>\$ 11,333,146</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Demand note payable	\$ 863,867	\$ 700,252
Current portion of long term debt	197,181	271,685
Current portion of capital lease obligations	2,718	-
Accounts payable	675,526	671,782
Accrued compensated absences	294,243	332,024
Accrued salaries	176,185	134,822
Accrued expenses	93,764	107,474
Refundable advances	233,329	191,343
Other liabilities	<u>510,910</u>	<u>280,474</u>
Total current liabilities	<u>3,047,723</u>	<u>2,689,856</u>
<b>LONG TERM DEBT</b>		
Long term debt, net of current portion	5,866,916	5,938,456
Capital lease obligations, net of current portion	11,756	-
Interest rate swap at fair value	<u>-</u>	<u>7,385</u>
Total liabilities	<u>8,926,395</u>	<u>8,635,697</u>
<b>NET ASSETS</b>		
Unrestricted	1,630,450	1,951,539
Temporarily restricted	<u>777,943</u>	<u>745,910</u>
Total net assets	<u>2,408,393</u>	<u>2,697,449</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 11,334,788</u>	<u>\$ 11,333,146</u>

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2016  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>				
Grant and contracts	\$ 12,304,094	\$ 300,307	\$ 12,604,401	\$ 13,830,872
Program funding	1,680,245	81,445	1,761,690	1,703,174
Utility programs	1,279,740	-	1,279,740	916,957
In-kind contributions	313,824	-	313,824	252,489
Contributions	253,726	14,206	267,932	137,183
Fundraising	37,281	-	37,281	43,415
Rental income	800,533	-	800,533	824,332
Interest income	272	-	272	485
(Loss) gain on disposal of property	(175,932)	-	(175,932)	16,560
Other revenue	421	-	421	91,349
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other support	16,494,204	395,958	16,890,162	17,816,816
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<hr/>	<hr/>	<hr/>	<hr/>
	363,925	(363,925)	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues, other support, and net assets released from restrictions	16,858,129	32,033	16,890,162	17,816,816
	<hr/>	<hr/>	<hr/>	<hr/>
<b>FUNCTIONAL EXPENSES</b>				
Program Services:				
Agency Fund	779,057	-	779,057	883,748
Head Start	2,176,567	-	2,176,567	2,289,054
Guardianship	735,473	-	735,473	767,955
Transportation	1,074,998	-	1,074,998	985,004
Volunteer	101,998	-	101,998	87,521
Workforce Development	366,205	-	366,205	449,251
Alcohol and Other Drugs	1,086,057	-	1,086,057	989,422
Carroll County Dental	513,419	-	513,419	496,634
Carroll County Restorative Justice	47,843	-	47,843	95,727
Support Center	276,766	-	276,766	249,099
Homeless	514,521	-	514,521	442,493
Energy and Community Development	6,988,501	-	6,988,501	7,433,283
Elder	1,125,851	-	1,125,851	1,088,328
Housing Services	161,727	-	161,727	172,157
	<hr/>	<hr/>	<hr/>	<hr/>
Total program services	15,948,983	-	15,948,983	16,429,676
Supporting Activities:				
General and administrative	1,236,429	-	1,236,429	1,154,866
Fundraising	1,191	-	1,191	4,498
	<hr/>	<hr/>	<hr/>	<hr/>
Total supporting activities	1,237,620	-	1,237,620	1,159,364
	<hr/>	<hr/>	<hr/>	<hr/>
Total functional expenses	17,186,603	-	17,186,603	17,589,040
	<hr/>	<hr/>	<hr/>	<hr/>
<b>CHANGES IN NET ASSETS FROM OPERATIONS</b>	(328,474)	32,033	(296,441)	227,776
<b>OTHER INCOME</b>				
Gain on interest rate swap	7,385	-	7,385	42,327
	<hr/>	<hr/>	<hr/>	<hr/>
<b>TOTAL CHANGES IN NET ASSETS</b>	(321,089)	32,033	(289,056)	270,103
<b>NET ASSETS, BEGINNING OF YEAR</b>	<hr/>	<hr/>	<hr/>	<hr/>
	1,951,539	745,910	2,697,449	2,427,346
	<hr/>	<hr/>	<hr/>	<hr/>
<b>NET ASSETS, END OF YEAR</b>	\$ 1,630,450	\$ 777,943	\$ 2,408,393	\$ 2,697,449

See Notes to Consolidated Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (289,056)	\$ 270,103
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	472,186	483,149
Loss (gain) on disposal of property	175,932	(16,560)
Gain on interest rate swap	(7,385)	(42,327)
Decrease (increase) in assets:		
Restricted cash	(247,366)	225,470
Accounts receivable	(234,044)	(180,597)
Pledges receivable	18,335	(247,754)
Inventories	27,270	(50,111)
Prepaid expenses	(10,314)	(3,392)
Other assets	-	818
Increase (decrease) in liabilities:		
Accounts payable	3,744	16,947
Accrued compensated absences	(37,781)	54,245
Accrued salaries	41,363	23,336
Accrued expenses	(13,710)	(8,588)
Refundable advances	41,986	(33,228)
Other liabilities	230,436	(125,119)
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>171,596</u>	<u>366,392</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from disposal of property	75,000	57,159
Purchases of property and equipment	<u>(116,320)</u>	<u>(286,141)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(41,320)</u>	<u>(228,982)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net advance on demand note payable	191,660	199,201
Proceeds from long-term debt	-	13,089
Repayment of long-term debt	(219,778)	(239,753)
Repayment of capital lease obligations	<u>(1,302)</u>	<u>-</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(29,420)</u>	<u>(27,463)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	100,856	109,947
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>488,950</u>	<u>379,003</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 589,806</u>	<u>\$ 488,950</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for:		
Interest	<u>\$ 184,941</u>	<u>\$ 233,577</u>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:</b>		
Purchase of property and equipment financed by long-term debt	<u>\$ 45,689</u>	<u>\$ -</u>
Purchase of property and equipment financed by capital lease	<u>\$ 15,776</u>	<u>\$ -</u>
Line of credit converted to long term debt	<u>\$ 28,045</u>	<u>\$ -</u>

See Notes to Consolidated Financial Statements

**TRICOUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**  
**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2016**

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Detention	Carroll County Restorative Justice	Support Center	Homesite	Energy and Development	Elder	Housing Services	Total	Administrative	Expendables	Total	
Direct Expenses																			
Program salaries and benefits	\$ 85,543	\$ 1,115,868	\$ 489,862	\$ 468,886	\$ 83,803	\$ 186,484	\$ 615,812	\$ 312,948	\$ 19,541	\$ 184,742	\$ 287,310	\$ 1,133,099	\$ 454,165	\$ 11,880	\$ 5,419,982	\$ 650,829	\$ -	\$ 6,069,891	
Program salaries and benefits	18,742	308,788	128,646	91,265	14,708	63,937	161,355	86,224	5,087	43,120	86,194	4,828,628	105,185	-	1,384,835	161,376	-	1,546,310	
Assistance to clients	4,122	-	-	-	286	3,977	-	-	-	-	-	-	-	-	4,876,981	-	-	4,876,981	
Consultants and contractors	4,938	30,459	6,220	37,200	813	168	38,701	22,180	6,870	669	10,035	68,920	68,920	1,439	243,834	36,565	-	279,399	
Fiscal and administrative	1,908	18,755	7,860	4,866	4,981	89,079	22,403	6,379	510	1,153	33,841	48,324	2,771	1,439	95,183	92,758	-	187,941	
Space costs and rentals	21,488	166,778	32,638	13,880	4,891	89,079	22,403	6,379	14,188	7,673	33,841	152,851	64,172	6,335	686,904	217,234	-	813,138	
Consumable supplies	12,991	134,976	10,384	10,694	2,813	1,984	76,412	17,032	14,188	7,673	8,771	300,094	300,076	6,335	889,486	19,575	-	909,060	
Maintenance of equipment and rental	2,490	2,383	1,018	6,970	4,288	1,984	1,973	4,288	-	482	482	8,950	11,748	-	39,923	803	-	40,726	
Building and grounds maintenance	56,247	30,124	-	3,265	-	7,178	10,293	1,637	-	9,116	4,435	70	20,030	22,876	158,121	58	-	188,179	
Utilities	126,688	24,107	14,875	13,987	910	7,178	39,888	9,160	1,028	20,789	21,839	34,488	19,874	22,802	356,612	4,657	-	380,169	
Fuel fees	-	-	-	-	-	-	-	-	-	-	-	-	2,568	-	2,568	-	-	2,568	
Travel and meetings	680	56,701	29,362	89,793	1,456	13,891	14,188	1,901	283	6,084	16,134	19,070	32,185	2,104	283,910	8,644	-	292,484	
Vehicle expense	3,881	63	-	144,866	-	-	1,164	1,891	283	-	-	34,803	-	-	188,963	8,411	-	197,374	
Insurance	113,203	19,931	1,138	62,593	-	-	20,008	2,396	-	6,631	9,315	42,883	-	15,820	284,668	4,685	-	289,353	
Office expenses	125,981	14,416	503	1,559	60	-	8,604	35,744	-	868	181	13,728	161	-	147,638	4,685	-	152,323	
Office equipment costs	143	14,416	14,260	507	5,745	607	1,974	1,938	628	1,974	1,974	12,328	6,216	11,080	157,813	20,372	1,191	188,178	
Depreciation and amortization expense	180,455	18,587	-	116,836	6,812	-	22,844	32,542	828	10,653	11,829	19,281	45,804	67,382	471,891	295	-	472,186	
In-kind expenditure	-	241,784	-	-	-	-	3,853	-	-	3,853	11,969	-	45,804	-	313,824	-	-	313,824	
<b>Total Direct Expenses</b>	<b>779,057</b>	<b>2,176,667</b>	<b>736,473</b>	<b>1,074,988</b>	<b>101,988</b>	<b>386,205</b>	<b>1,088,657</b>	<b>513,419</b>	<b>47,843</b>	<b>276,766</b>	<b>614,521</b>	<b>6,888,501</b>	<b>1,126,851</b>	<b>161,727</b>	<b>16,946,983</b>	<b>1,236,429</b>	<b>1,191</b>	<b>17,186,803</b>	
Indirect Expenses																			
Indirect costs	\$ 90,802	\$ 230,922	\$ 89,118	\$ 118,834	\$ 11,378	\$ 38,108	\$ 127,802	\$ 69,862	\$ 4,144	\$ 33,612	\$ 66,001	\$ 248,401	\$ 128,048	\$ -	\$ 1,236,429	\$ -	\$ -	\$ 1,236,429	
<b>Total Direct &amp; Indirect Expenses</b>	<b>\$ 869,859</b>	<b>\$ 2,407,589</b>	<b>\$ 824,591</b>	<b>\$ 1,193,822</b>	<b>\$ 113,374</b>	<b>\$ 424,313</b>	<b>\$ 1,216,459</b>	<b>\$ 583,281</b>	<b>\$ 51,987</b>	<b>\$ 310,378</b>	<b>\$ 680,522</b>	<b>\$ 7,136,902</b>	<b>\$ 1,254,899</b>	<b>\$ 161,727</b>	<b>\$ 17,185,412</b>	<b>\$ -</b>	<b>\$ 1,191</b>	<b>\$ 17,186,603</b>	

**TEL-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED JUNE 30, 2015**

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Dental	Carroll County Restorative Justice	Support Center	Homeless	Energy & Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total	
<b>Direct Expenses</b>																			
Payroll	\$ 71,025	\$ 1,052,892	\$ 504,994	\$ 484,646	\$ 60,660	\$ 245,878	\$ 677,966	\$ 294,190	\$ 65,586	\$ 150,077	\$ 289,294	\$ 1,148,181	\$ 446,858	\$ 17,714	\$ 6,380,469	\$ 834,111	\$ -	\$ 6,014,560	
Payroll taxes and benefits	15,944	286,323	127,868	76,730	15,760	66,708	153,167	69,423	13,810	36,134	82,333	310,696	103,565	-	1,332,168	152,324	-	1,484,492	
Assistance to clients	618	90	-	-	-	7,481	116	-	-	1,087	17,472	6,303,742	740	-	5,331,344	-	-	5,331,344	
Consultants and contractors	12,658	24,210	4,725	17,420	-	24,210	18,343	14,995	1,715	3,000	13,806	14,927	48,490	-	175,189	30,030	-	205,219	
Fiscal and administrative	1,149	24,378	9,648	3,397	1,666	245	4,703	6,464	765	648	1,546	38,143	6,037	30	98,697	69,594	-	186,291	
Space costs and rentals	14,222	177,877	38,289	13,362	5,671	99,972	48,287	6,464	20,552	-	28,008	164,963	89,519	-	647,450	177,460	-	824,900	
Consumable supplies	4,846	289,436	11,610	16,669	1,076	4,896	72,317	22,478	133	6,922	5,320	289,488	237,854	1,674	1,023,719	16,168	-	1,039,887	
Maintenance of equipment and rental	4,351	1,229	10,770	3,422	1,001	200	1,001	108	-	-	346	24,732	4,169	-	60,378	15	-	60,393	
Building and grounds maintenance	88,200	38,860	81	-	-	81	10,820	1,167	1,090	8,542	3,284	1,698	13,228	27,648	192,274	18	-	196,292	
Utilities	175,673	23,064	16,078	19,231	742	7,500	46,544	6,786	1,090	20,822	20,746	38,178	21,667	26,613	425,744	6,669	-	435,303	
Fixed fees	2,285	60,230	28,416	36,723	1,071	14,182	12,587	1,241	1,098	5,337	14,271	13,002	31,320	1,734	224,478	15,361	-	239,839	
Travel and meetings	505	-	-	146,927	-	-	7,099	87	4,688	-	2,917	44,688	-	-	204,123	5,961	-	209,864	
Vehicle expense	114,656	26,347	1,107	55,739	787	-	21,658	2,288	-	6,433	9,125	44,893	-	16,541	268,739	4,318	-	300,055	
Insurance	183,045	48	-	433	29	-	6,963	40,486	-	2	1,125	6,338	24	-	238,523	2,723	-	241,246	
Other direct program costs	13,721	13,962	12,118	8,128	280	-	12,014	1,318	-	70	3,130	(19,580)	5,759	14,009	64,964	6,616	4,088	78,068	
Depreciation and amortization expense	181,049	14,289	4,666	116,639	-	-	23,639	43,618	-	10,026	1,792	10,277	9,940	97,386	252,489	-	-	451,168	
In-kind expended	-	226,018	-	-	-	-	-	-	-	-	-	-	21,470	-	252,489	-	-	252,489	
<b>Total Direct Expenses</b>	<b>883,748</b>	<b>2,289,054</b>	<b>787,655</b>	<b>985,004</b>	<b>87,621</b>	<b>449,281</b>	<b>989,422</b>	<b>496,634</b>	<b>95,727</b>	<b>249,099</b>	<b>442,483</b>	<b>1,433,983</b>	<b>1,088,328</b>	<b>172,167</b>	<b>18,429,676</b>	<b>1,154,886</b>	<b>4,498</b>	<b>17,589,040</b>	
<b>Indirect Expenses</b>																			
Indirect costs	85,622	238,481	83,837	99,881	9,938	41,326	111,268	62,143	8,661	28,651	47,309	235,287	112,581	-	1,154,886	(1,164,886)	-	-	
<b>Total Direct &amp; Indirect Expenses</b>	<b>969,370</b>	<b>2,527,535</b>	<b>871,492</b>	<b>1,084,885</b>	<b>97,460</b>	<b>490,577</b>	<b>1,100,680</b>	<b>548,777</b>	<b>104,388</b>	<b>277,660</b>	<b>489,602</b>	<b>1,669,270</b>	<b>1,200,909</b>	<b>172,167</b>	<b>17,584,542</b>	<b>-</b>	<b>4,498</b>	<b>17,589,040</b>	

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization and Principles of Consolidation**

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community based housing for the Elderly.

**Nature of activities**

The Organization's programs consist of the following:

**Agency**

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

**Head Start**

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of services, which include: Early learning, Health and Family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial security.

Programs support and strengthen parent-child relationships and engage families around children's learning and development. Tri County Community Action Head Start serves 241 children in Carroll, Coos & Grafton counties in 9 locations with 12 center-based classrooms and 3 home based options.

### **Guardianship**

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

### **Transportation**

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 21 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

### **Volunteer**

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 400 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

### **Workforce Development**

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

### **Alcohol & Other Drugs (AOD)**

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities.

The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire. The Organization is currently exploring the construction of a new center for the Alcohol and Other Drugs program, to enhance their services. There was \$92,748 of pre-development capitalized expense in the current year.

#### **Carroll County Dental**

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

#### **Carroll County Restorative Justice**

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. The division was discontinued in January 2016.

#### **Support Center**

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

#### **Homeless**

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

**Energy Assistance and Outreach**

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact site allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

**Low-Income Weatherization**

The NH Weatherization Program helps low-income families, Elderly, Disabled, Small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates Local NH jobs.

**Elder**

The Organization's Elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

**Housing Services**

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development, and a significant portion of their rental income is received from the Department of Housing and Urban Development.

The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods.

The above Organization has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program.

### **Method of accounting**

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

### **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 Organization had no permanently restricted net assets at June 30, 2016 and 2015. The Organization had temporarily restricted net assets of \$777,943 and \$745,910 at June 30, 2016 and 2015, respectively.

### **Restricted and unrestricted support**

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

**Unrestricted net assets** include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

**Temporarily restricted net assets** include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction (**Note 12**).

**Permanently restricted net assets** include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2016 and 2015.

### **Fair Value Measurements**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

**Level 1:** Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

**Level 2:** Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

**Level 3:** Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the bond payable, formerly bearing monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio was 1.10; or 3.00% when the Organization's debt service coverage ratio was 1.20, included an interest rate swap agreement. The Organization paid interest at a fixed 3.85%. The arrangement was scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, was classified as a cash flow hedge and was valued at the net present value (NPV) of all estimated future cash flows. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The swap arrangement was removed in February 2016 when the bond agreement was renewed and the effective interest rate became 2.75% plus the bank's internal cost of funds multiplied by 67%. The rate at the time of renewal was 3.10%.

For the year ended June 30, 2015, the fair value of the interest rate swap was \$7,385 and the unrealized gain was \$42,327. The fair value of the swap was included on the balance sheet as a long term liability. The amount of the unrealized gain for the year ended June 30, 2016 was \$7,385 and there was no fair value of the swap remaining after the bond was renewed.

#### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

#### **Property and Depreciation**

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

#### **Client Rents and HUD Rent Subsidy**

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

#### **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 \$233,329 and \$191,343 as of June 30, 2016 and 2015, respectively.

#### **Nonprofit tax status**

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2012.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

### **Retirement plan**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2016 and 2015, there were no discretionary contributions recorded. Subsequent to year end, the discretionary contributions were reinstated by the Organization. Further information can be obtained from the Organization's 403(b) audited financial statements.

### **Donated services and goods**

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

### **Donated property and equipment**

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

### **Promises to Give**

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2016 and 2015, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as temporarily restricted in the amount of \$229,419 and \$247,754, respectively. This amount was included in grants and contracts on the Consolidated Statement of Activities.

#### **Use of estimates**

The presentation of financial statements in conformity 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 disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

#### **Fair Value of Financial Instruments**

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short term maturity of those instruments.

#### **Functional allocation of expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

**Program salaries and related expenses** are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

**Workers Compensation expenses** are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

**Paid Leave** is charged to a leave pool and is allocated to each program as a percentage of total salaries.

**Fringe Benefits** are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

**Depreciation expense** is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

**Other Occupancy expenses** are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

**Insurance:** automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

**The remaining shared expenses** are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2015 received provisional approval and is effective until amended at a rate of 12.5%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2015 was 11.5%.

**Advertising policy**

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2016 and 2015 was \$27,769 and \$18,009, respectively.

**NOTE 2. CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2016, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2016, there was approximately \$864,000 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

**Cash Restrictions**

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2016 and 2015 was \$15,372 and \$11,135, respectively. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the year ended June 30, 2016. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$173,817 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2016 and 2015 was \$186,908 and \$186,721, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2016 and 2015 was \$509,095 and \$276,791, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2016 and 2015 was \$503,888 and \$271,547, respectively, and is included in the restricted cash balance on the Statements of Financial Position. The Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds in prior years. This amount was still outstanding at June 30, 2016 and 2015; however, subsequent to year end, the final assessed fee of \$5,207 was paid by the Organization.

All cash related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2016 and 2015 was \$81,593 and \$70,992, respectively.

### **NOTE 3. INVENTORY**

In 2016 and 2015, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2016 and 2015, consists of weatherization materials totaling \$88,880 and \$116,150, respectively. Inventory related to the Northern Forest Heritage Park was considered to be in poor condition and not saleable and was written off in April 2015. The Northern Forest Heritage Park was sold during the year ended June 30, 2016.

**NOTE 4. ACCRUED EARNED TIME**

For the years ending June 30, 2016 and 2015, employees of the Organization are eligible to accrue vacation for a maximum of 200 hours and 240 hours, respectively. At June 30, 2016 and 2015, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$294,243 and \$332,024, respectively. Subsequent to year end, the Organization reduced the amount that employees were allowed to accrue to 180 hours as of September 30, 2016 and will further reduce that amount to 160 hours effective December 31, 2016.

**NOTE 5. PROPERTY**

Property consists of the following at June 30, 2016:

	<b><u>Capitalized Cost</u></b>	<b><u>Accumulated Depreciation</u></b>	<b><u>Net Book Value</u></b>
Building	\$10,682,236	\$ 3,325,948	\$ 7,356,288
Equipment	2,237,057	1,726,978	510,079
Land	<u>468,767</u>	<u>-</u>	<u>468,767</u>
	<b><u>\$13,388,060</u></b>	<b><u>\$ 5,052,926</u></b>	<b><u>\$ 8,335,134</u></b>

Property consists of the following at June 30, 2015:

	<b><u>Capitalized Cost</u></b>	<b><u>Accumulated Depreciation</u></b>	<b><u>Net Book Value</u></b>
Building	\$10,599,723	\$ 3,018,512	\$ 7,581,211
Equipment	2,176,915	1,570,013	606,902
Land	<u>691,467</u>	<u>-</u>	<u>691,467</u>
	<b><u>\$13,468,105</u></b>	<b><u>\$ 4,588,525</u></b>	<b><u>\$ 8,879,580</u></b>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2016 and 2015 was \$471,299 and \$482,262, respectively.

The Organization also had building refinancing costs of \$17,730 during the year ended June 30, 2014. Amortization expense and accumulated amortization for the year ended June 30, 2016 was \$887 and \$3,252, respectively. Amortization expense and accumulated amortization for the year ended June 30, 2015 was \$887 and \$2,365, respectively.

**NOTE 6. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2016 and 2015 consisted of the following:

	<u>2016</u>	<u>2015</u>
Note payable with the USDA requiring 360 monthly installments of \$1,496, including interest at 4.5% per annum. Secured by the general business assets. Final installment due June 2024.	\$ 120,899	\$ 133,110
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	163,026	174,527
Note payable with the USDA requiring 360 monthly installments of \$292, including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	31,688	33,651
Note payable with the USDA requiring 360 monthly installments of \$74, including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	8,593	9,061
Note payable with a bank requiring 120 monthly installments of \$475, including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.	-	2,820
Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	386,831	444,989
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan. Final installment due April 2021. See <b>Note 8</b> .	23,585	-

Note payable to a related party, interest accrues at 10% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended. This note was paid off in April 2016.	-	12,578
Note payable to a non-profit organization (related party), interest accrues at 5% per annum, with monthly installments of \$3,400. Full principal plus interest due during the Organization's fiscal year end 2013, informally extended through September 2018.	84,563	120,147
Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.	16,832	-
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.	16,628	-
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	6,666	-
Note payable with a bank requiring 18 monthly installments of \$4,518, including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final balloon payment due December 2018.	440,653	462,878
Bond payable with a bank requiring monthly installments of \$14,485 (previously \$15,260 prior to the renewal in March 2016), including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate as of March 2016 of 3.29%. Prior to the renewal there was a swap agreement in place with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio was 1.10) or 3% (when the Organization's debt service coverage ratio was 1.20). Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,896,533	2,948,780

Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years.	<u>250,000</u>	<u>250,000</u>
	6,064,097	6,210,141
Less current portion due within one year	<u>(197,181)</u>	<u>(271,685)</u>
	<u>\$ 5,866,916</u>	<u>\$ 5,938,456</u>

The scheduled maturities of long term debt as of June 30, 2016 were as follows:

<b>Years ending June 30</b>	<b>Amount</b>
2017	\$ 197,181
2018	598,108
2019	155,080
2020	153,089
2021	443,142
Thereafter	<u>4,517,497</u>
	<u>\$ 6,064,097</u>

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2016 and 2015 was \$15,372 and \$11,135, respectively.

#### **NOTE 7. CAPITAL LEASE OBLIGATIONS**

During the year ended June 30, 2016, the Company leased a phone system and a copier under the terms of capital leases expiring in November 2020 and March 2021, respectively. The assets and liabilities under the capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2016, consist of the following:

Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease is secured by the phone system and will mature in November 2020.	\$ 8,823
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease is secured by the copier and will mature in March 2021.	<u>5,651</u>
	14,474
Less current portion	<u>(2,718)</u>
	<u>\$ 11,756</u>

The scheduled maturities of capital lease obligations as of June 30, 2016 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2017	\$ 2,718
2018	2,981
2019	3,269
2020	3,584
2021	<u>1,922</u>
	<u>\$ 14,474</u>

**NOTE 8. DEMAND NOTE PAYABLE**

The Organization has available a \$750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.50% from December 17, 2015 through June 30, 2016 (previously at 4.25% from July 1, 2014 through December 16, 2015), and totaled \$600,000 and \$400,000 at June 30, 2016 and 2015, respectively. The line is subject to renewal each January.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2016 and 2015, the outstanding debt totaled \$263,867 and \$256,698, respectively, which included accrued interest of \$13,867 and \$5,860, respectively.

The Organization had available a \$25,000 line of credit with Bank of New Hampshire which was secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bared interest at 4.25% per annum. The Northern Forest Heritage Park was sold during the year ended June 30, 2016, at which time the line of credit was paid off in full. The balance at June 30, 2015, was \$15,509.

The Organization had available a \$45,000 unsecured line of credit with Northway Bank. Borrowings under the line bared interest at 6.50% per annum, and totaled \$28,045 at June 30, 2015. The line of credit was converted to a term loan during the year ended June 30, 2016, see **Note 6**.

**NOTE 9. LEASES**

**Operating Leases**

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2016 and 2015, the annual rent expense for leased facilities was \$158,499 and \$180,867, respectively.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2016, are as follows:

<b>Years ending <u>June 30</u></b>	<b><u>Amount</u></b>
2017	\$ 129,830
2018	63,388
2019	62,212
2020	34,974
2021	31,144
Thereafter	<u>215,882</u>
	<u>\$ 537,430</u>

**NOTE 10. IN-KIND CONTRIBUTIONS**

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs.

The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

**NOTE 11. CONCENTRATION OF RISK**

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2016 and 2015, approximately \$12,200,000 (72%) and \$12,900,000 (73%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2016 and 2015 approximately 66% and 69%, respectively, of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

**NOTE 12. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following specific program services as of June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
NH Charitable Foundation Grant, Mt. Jasper	\$ 32,653	\$ 32,653
Berlin Area Renewable Energy Initiative	-	7,281
RSVP Program Funds	13,637	7,112
10 Bricks Shelter Funds	135,257	122,252
Service Link	19,135	-
Donations to Mahoosuc Trail	6,842	6,842
Carroll County Transit Program	682	-
Coos County Transit Program	586	-
Senior Meals	53,381	-
Community Contact	-	15,040
Donations to Maple Fund	1,825	1,825
EAP	68,143	-
FAP/EAP	12,167	38,117
Homeless Programs	43,277	47,677
Temporary Municipal Funding	229,419	247,754
Head Start	875	-
Julien Fund (AOD)	775	575
Angelias Fund (AOD)	235	235
Loan Programs	37,427	36,291
Private Funding for Alcohol and Other Drug Program	-	50,000
L. CHIP – Brown Co. House	22,314	19,443
Restricted Buildings	<u>99,313</u>	<u>112,813</u>
Total temporarily restricted net assets	<u>\$ 777,943</u>	<u>\$ 745,910</u>

**NOTE 13. COMMITMENTS AND CONTINGENCIES****Grant Compliance**

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

**Environmental Contingencies**

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

#### **NOTE 14. RELATED PARTY TRANSACTIONS**

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer, which was paid off as of June 30, 2016. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total notes payable to related parties for the years ended June 30, 2016 and 2015 was \$84,563 and \$132,725, respectively.

#### **NOTE 15. RESIDUAL RECEIPTS ACCOUNT**

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. During the year ended June 30, 2016, Cornerstone Housing North, Inc. was required to return to HUD the balance in the residual receipts account in excess of \$250 per unit. This resulted in a refund to HUD of \$1,184. This was recorded as a miscellaneous financial expense on the Statements of Activities during the year ended June 30, 2016.

#### **NOTE 16. PRIOR PERIOD ADJUSTMENT**

The beginning net assets for the year ended June 30, 2015, for Cornerstone Housing North, Inc. have been restated to correct an error. In the previously issued financial statements, salaries were allocated for the Chief Finance Officer and Chief Executive Officer of Tri-County Community Action Program, Inc., without prior written approval from HUD. HUD ultimately disallowed the expense. Tri-County Community Action Program, Inc. paid these funds back to Cornerstone Housing North, Inc. in the current year. Correction of this error increased the net assets for Cornerstone Housing North, Inc. by \$4,479 at June 30, 2015 and reduced the net assets of Tri-County Community Action Program, Inc. by \$4,479 at June 30, 2015; therefore, these amounts netted to zero on the Statements of Financial Position and Statements of Activities.

**NOTE 17. RECLASSIFICATION**

Certain amounts and accounts from the prior year consolidated financial statements have been reclassified to enhance the comparability with the presentation for the current year.

**NOTE 18. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before 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. Non-recognized 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 November 16, 2016, the date the financial statements were available to be issued.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2016

FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR/PROGRAM TITLE	PASS-THROUGH GRANTOR'S NAME	DIRECT IDENTIFYING NUMBER	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
93.600	U.S. Department of Health and Human Services	State of New Hampshire Office of Energy and Planning	01CH10000-01-00		1,160,344
93.600	Head Start	State of New Hampshire Office of Energy and Planning	01CH10000-02-00		852,034
93.568	Low-income Home Energy Assistance	State of New Hampshire Office of Energy and Planning			205,091
93.044	Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	State of New Hampshire Department of Health and Human Services			4,777,940
93.568	Community Services Block Grant	Southern New Hampshire Services, Inc.			647,508
93.558	Temporary Assistance for Needy Families (TANF)	State of New Hampshire Department of Health and Human Services			279,641
93.043	Centers for Disease Control and Prevention (Oral Health Program)	State of New Hampshire Department of Health and Human Services			24,800
93.045	Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)	State of New Hampshire Department of Health and Human Services			10,290
93.032	National Family Caregiver Support (Family Caregiver)	State of New Hampshire Department of Health and Human Services			2,202
93.044	Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (S- Wheels)	State of New Hampshire Department of Health and Human Services			69,142
93.778	Medical Assistance Program (Options Counseling and I&R #7)	State of New Hampshire Department of Health and Human Services			44,158
93.778	Medical Assistance Program (Transportation)	State of New Hampshire Department of Health and Human Services			43,952
93.778	Medical Assistance Program (Vet's ASK)	State of New Hampshire Department of Health and Human Services			198,353
93.053	Nutrition Services Incentive Program (NSIP)	Easter Seals New Hampshire			14,608
93.667	Social Services Block Grant (Title XX I&R)	State of New Hampshire Department of Health and Human Services			91,879
93.667	Social Services Block Grant (Title XX HD miles)	State of New Hampshire Department of Health and Human Services			164,777
93.045	Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals)	State of New Hampshire Department of Health and Human Services			4,520
93.317	Abordable Care Act - Aging and Disability Resource Center (Options Counseling)	State of New Hampshire Department of Health and Human Services			84,086
93.324	Centers for Medicare and Medicaid Services (SHIP)	State of New Hampshire Department of Health and Human Services			9,300
93.048	Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	State of New Hampshire Department of Health and Human Services			9,753
93.048	Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA)	State of New Hampshire Department of Health and Human Services			12,643
93.071	Centers for Medicare and Medicaid Services (Marketplace Assister Services)	Belknap-Merrimack Community Action Partnership			1,800
93.525	Administration for Children and Families, Promoting Safe & Stable Families	State of New Hampshire Department of Health and Human Services			25,656
93.138 & 93.758	Center for Disease Control and Prevention (SVP)	Lakes Region Partnership for Public Health			23,618
93.959	Block Grants for Prevention and Treatment of Substance Abuse	State of New Hampshire Coalition against Domestic and Sexual Violence			49,299
93.150	Projects for Assistance in Transition from Homelessness (PATH)	State of New Hampshire Division of Public Health Services			5,036
	Total U.S. Department of Health and Human Services	State of New Hampshire Bureau of Homelessness and Housing			22,455
					79,829
					9,158,268
81.042	U.S. Department of Energy	State of New Hampshire Governor's Office of Energy & Community Services			186,677
					186,677
94.002	U.S. Corporation for National and Community Service		13SRAN-H001		56,453
94.002	Retired and Senior Volunteer Program		16RAN-H001		16,070
	Total U.S. Corporation for National and Community Service				74,523
10.551	U.S. Department of Agriculture		UNKNOWN		5,367
10.558	Supplemental Nutrition Assistance Program (food stamps)		UNKNOWN		133,046
	Child and Adult Care Food Program				198,413
	Total U.S. Department of Agriculture				236,826
97.042	U.S. Department of Homeland Security		592200-001		13,333
	Emergency Management Performance Grants (EMMA)				13,333
	Total U.S. Department of Homeland Security				13,333
16.590	U.S. Department of Justice				3,585
16.575	Grants to Encourage Arrest Program (GTEAP)				77,396
16.017	Crime Victim Assistance (VOCA)				7,351
	Sexual Assault Services Formula Program (SASP)				9,351
	Total U.S. Department of Justice				90,312

**TRICOUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2016**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	DIRECT IDENTIFYING NUMBER	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
<b>U.S. Department of Transportation</b>					
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation		NH-16-X046	372,323
Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)	20.513	State of New Hampshire Department of Transportation		NH-16-X042	800
Buses and Bus-Related Facilities Program (Section 5339)	20.528	State of New Hampshire Department of Transportation		NH-34-0001	1,214
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation		NH-65-X004	37,325
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)	20.513	State of New Hampshire Department of Transportation		NH-16-X043	25,062
Total U.S. Department of Transportation					436,724
<b>U.S. Department of Housing and Urban Development</b>					
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services		102-500731	79,011
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services		NH0012L1T001407	130,821
Community Development Block Grant	14.228	City of Berlin (NH Community Development Finance Authority)		UNKNOWN	405,137
Total U.S. Department of Housing and Urban Development					614,969
<b>U.S. Department of Labor</b>					
WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.		2015-0004	38,657
WIA/WIOA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.		2015-0004	43,113
Total U.S. Department of Labor					81,770
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>					<b>\$ 10,794,989</b>

**NOTE A - BASIS OF PRESENTATION**  
The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**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 Uniform Guidance, 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 - INDIRECT RATE**  
Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Tri-County Community Action Program, 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 Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 16, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered Tri-County Community Action Program 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 consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'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 Tri-County Community Action Program 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 consolidated 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.

*Leone, McDonnell + Roberts*  
*Professional Association*

November 16, 2016  
North Conway, New Hampshire

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2016. Tri-County Community Action Program 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 Tri-County Community Action Program 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 the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

***Opinion on Each Major Federal Program***

In our opinion, Tri-County Community Action Program, 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 June 30, 2016.

## Report on Internal Control over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program 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 Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

*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 Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell + Roberts*  
*Professional Association*

November 16, 2016  
North Conway, New Hampshire

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2016**

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the financial statements are 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*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance in Accordance with the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
  - U.S. Dept. of Health & Human Services, Heat Start – CFDA #93.600
  - U.S. Dept. of Housing & Urban Development, Community Development Block Grant – CFDA #14.228
  - U.S. Dept. of Health & Human Services, Community Services Block Grant – CFDA #93.569
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

None



# COMMUNITY ACTION

TRI-COUNTY CAP

30 Exchange Street, Berlin, New Hampshire 03570

p: 603 752-7001 f: 603 752 7607

[www.tccap.org](http://www.tccap.org)

CEO: Robert G. Boschen, Jr.

COO: Jeanne L. Robillard

FD/Interim CFO: Randall S. Pilote

## BOARD OF DIRECTORS FY2017

### COÖS COUNTY

Board Chair  
Sandy Alonzo

Treasurer  
Cathy Conway

Secretary  
Gary Coulombe

### CARROLL COUNTY

Anne Barber

Michael Dewar

Vice Chair  
Dino Scala

Karolina Brzozowska

### GRAFTON COUNTY

Linda Massimilla

Tricia Garrison

Rich McLeod

Serving Coos, Carroll & Grafton Counties



## Robert Boschen, Jr., CMA, MBA

### WORK EXPERIENCE

<b>Tri-County Community Action Program</b> <b>Chief Executive Officer</b> <input type="checkbox"/> Responsible for the strategic and day to day operations for a \$20 million agency. 280+ employees	<b>Berlin, New Hampshire</b> <b>April 2016 –Present</b>
<b>Chief Operating/Chief Financial Officer</b> <input type="checkbox"/> Responsible for assisting with the strategic and day to day operations and fully responsible for the financial operations, information technology, human resources and facilities management.	<b>March 2015 –April 2016</b>
<b>Chief Financial Officer</b> <input type="checkbox"/> Responsible for financial operations and facilities management..	<b>June 2014 – March 2015</b>
<b>Town of Falmouth</b> <b>Director of Finance</b> <input type="checkbox"/> Responsible for financial operations and reporting related to the \$11 million budget for the Town – population 11,165 <input type="checkbox"/> Responsible for the accounts payable for the combined Town/School budget of \$42 million and investments of \$30 million.	<b>Falmouth, Maine</b> <b>August 2011 – May 2014</b>
<b>City of Waterville</b> <b>Director of Finance/Treasurer</b> <input type="checkbox"/> Responsible for financial operations and reporting related to the \$16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Responsible for the accounts payable and payroll for the combined City/School budget of \$36 million.	<b>Waterville, Maine</b> <b>October 2006 – August 2011</b>
<b>State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine</b> <i>Director of Finance for the Office of Medical Services (Medicaid)</i> <i>Director of Finance &amp; Reimbursement for Bureau of Medical Services (Medicaid)</i> <input type="checkbox"/> Responsible for financial operations, strategies and tactics for the over \$2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.	<b>Nov 2003 - Oct 2006</b> <i>Aug 2005 – Oct 2006</i> <i>Nov 2003 – Jul 2005</i>
<b>M&amp;H Logging and Construction</b> <b>Controller</b> <input type="checkbox"/> Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise.	<b>Rangeley, Maine</b> <b>September 2001 – November 2003</b>
<b>Franklin Community Health Network</b> <b>Controller</b> <input type="checkbox"/> Reported directly to CFO for this rural health network that had about \$63 million in revenues.	<b>Farmington, Maine</b> <b>October 1997 – September 2001</b>
<b>Aetna, Inc. and Aetna Life and Casualty</b> <i>Aetna, Inc. - Aetna/US Healthcare - Midwest Region</i> <i>Director Planning and Budgeting</i> <input type="checkbox"/> Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). \$52 million in operating expenses. \$1.4 billion revenue. \$375 million projected profit.	<b>September 1991- July 1997</b> <b>Chicago, Illinois</b> <b>September 1996 - July 1997</b>
<i>Aetna Life &amp; Casualty Company - Pharmacy - Finance Department</i> <i>Director/CFO - Finance</i> <input type="checkbox"/> Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties. <input type="checkbox"/> \$825 million in revenue in 1996. Exceeded \$1.1 billion by 1997. Profits of \$4 million in 1993 expanded to \$32 million for 1996. <input type="checkbox"/> Created 1996 to 1998 strategic plans.	<b>Middletown, Connecticut</b> <b>February 1994 - September 1996</b>
<i>Aetna Life &amp; Casualty Company - Information Technology</i> <i>Expense Management Consultant &amp; Account Representative</i>	<b>Hartford, Connecticut</b> <b>September 1991 - February 1994</b>
<b>United Technologies - Otis Elevator International/Hamilton Standard</b> <b>Senior Tax Specialist, Consolidations Accountant &amp; G/L Systems Admin.</b>	<b>Connecticut</b> <b>February 1988 - September 1991</b>
<b>Kaiser Permanente, Accountant - Medical Group</b>	<b>Hartford, Connecticut, Dec 1986 - Feb. 1988</b>
<b>KMG Main Hurdman, Tax Specialist</b>	<b>Stamford, Connecticut, March 1986 - Dec 1986</b>

### PROFESSIONAL ORGANIZATIONS & EDUCATION

- |   |  |
|---|--|
| <input type="checkbox"/> Member of Institute of Management Accountants      | <input type="checkbox"/> Passed the Certified Public Accountant Examination. |
| <input type="checkbox"/> The University of Connecticut, Storrs, Connecticut | Master of Business Administration  |
| <input type="checkbox"/> The University of Connecticut, Storrs, Connecticut | Bachelor of Science in Business Administration - Finance                     |

# **Jeanne L. Robillard**

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## **CORE STRENGTHS**

Program development, management and administration ♦ Community collaborations  
Development of policy, protocol, and service delivery to meet funder standards  
Grant writing and management ♦ Budget performance and financial reporting  
Innovative solutions & problem solving ♦ Capacity building  
Professional presentations ♦ Public speaking  
Dedication ♦ Imagination ♦ Determination ♦ Fortitude

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## **PROFESSIONAL EXPERIENCE**

### **Tri-County Community Action Programs, Inc.**

#### **Chief Operating Officer**

#### **Berlin, NH Current Position**

Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

### **Tri-County Community Action Programs, Inc.**

#### **Division Director: TCCAP Prevention Services**

#### **Berlin, NH 2015- 2016**

Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

### **Tri-County Community Action Programs, Inc.**

#### **Program/Division Director: Support Center at Burch House**

#### **Littleton, New Hampshire 2007- 2015**

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

### **Tri-County Community Action Programs, Inc.**

#### **Direct Services/Volunteer Coordinator: Support Center at Burch House**

#### **Littleton, New Hampshire 1997 to 2007**

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

**Director: Haverhill Area Juvenile Diversion Program  
Woodsville, New Hampshire 1999-2001**

JL Robillard \* 2

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

**Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter  
Jefferson, New Hampshire 1996-1999**

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

**Executive Administrative Assistant: North Country United Way  
Littleton, New Hampshire 1993-1996**

Bookkeeper with payroll, develop and facilitate community outreach presentations, fundraising, develop and administer member program services, grant writing, preparation of financial reports for Board of Directors, general administrative support to Executive Director.

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**Education**

**BS in Human Services. Springfield College School of Human Services, Boston, MA**  
Criminal Justice Concentration, *Graduated with 4.0 GPA*

**AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)  
Gateway Community College (formerly Southern Connecticut Community College)  
New Haven, CT**

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**Additional Skills, Professional Leadership and Civic Affiliations**

- ◆ Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected 2006-2010
- ◆ Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Treasurer 1996-1998*
- ◆ Chairman, Haverhill Area Family Violence Council 1998-2003
- ◆ Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- ◆ Nationally Certified Results Oriented Management Accountability (ROMA) Implementer
- ◆ Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- ◆ Board Member, Women's Rural Entrepreneurial Network 2014; *Individual Member 2008-current*
- ◆ Bethlehem Planning Board 2010 - 2016
- ◆ Bethlehem Conservation Commission 2006 - *current*
- ◆ Granite United Way, North Country Cabinet Member 2011-2012
- ◆ TCCAP: Commendation- Division Director Award, 2011
- ◆ Bethlehem Citizen's Advisory Committee on Recycling 2007-2010
- ◆ Licensed Foster Parent, State of NH 2000-2006
- ◆ Small Business Owner : Aurora Energies 2015- *current*
- ◆ Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist 1997- *current*
- ◆ Member, United States Figure Skating Association/International Skating Institute *current since 1993*
- ◆ Coach, Plymouth State Skating Academy, Plymouth State College *current*
- ◆ Avid outdoor enthusiast and angler

# RANDALL S. PILOTTE

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## SUMMARY

Accounting professional with over 26 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax

## EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH

06/2013-Present

**Fiscal Director/Interim CFO** (2016 – Present)

**Accounting Manager** (2015 – 2016)

- Direct and manage a fiscal staff of 4 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

**Accountant** (2013-2014)

ST. PAUL'S UNITED METHODIST CHURCH, Manchester, NH

04/2011-04/2013

**Auditor**

Performed annual audit of the church finances for F/Y 2010 through 2012 which included various committees such as Finance, Trustee's, Senior's and Women's Group. Trustee's committee bookkeeper for F/Y 2012. Treasurer of Trustee's committee for F/Y 2007 & 2008. During 2012 & 13 served on newly created "Investment Committee", established and monitored fund performance and was church's point of contact to the investment firm.

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH

03/1989-09/2010

**Assistant Controller** (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statements in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.

- Oversaw all aspects of a proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

**Accounting Manager** (1999-2005)

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

**Accountant/Payroll Supervisor** (1994-1999)

**Accountant** (1989-1994)

NORTHERN TELECOM, INC., Concord, NH

05/1987-03/1989

**Associate Results Accountant** (1988-1989)

**Accounts Payable** (1987-1988)

**SPECIAL PROJECTS**

Blue Seal Feeds, Inc. Participant of a 3 person team to improve logistics. The project resulted in:

- Gained approval for the construction of a 3M dollar warehouse expansion.
- Evaluated each product, by mill, products to manufacturer vs. buy internally.

**VOLUNTEERISM**

Heritage United Way (f/k/a-Londonderry/Derry United Way), Derry NH: 1996 – 2004

- Tri-annual Agency Review Team
- Appropriations Committee

Manchester Red Cross, Manchester NH: 1995 – 1999

**EDUCATION**

**Bachelor of Science**, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Tr-County Community Action Program, Inc.

Name of Contract: Community Health Services/Community and School Based Oral Health Services

BUDGET PERIOD:		SFY 18		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Robert G. Boschen, Jr.	Chief Executive Officer	\$135,000	0.00%	\$0.00
Jeanne L. Robillard	Chief Operations Officer	\$72,000	0.00%	\$0.00
Randall Pilotte	Chief Financial Officer	\$70,000	0.00%	\$0.00
			0.00%	\$0.00
			0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4535 1-800-852-3345 Ext. 4535  
Fax: 603-271-4506 TDD Access: 1-800-735-2964



G&C APPROVED  
Date: 5/6/15  
Item #16

March 13, 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, Oral Health Program, to exercise renewal options and enter into amendments to existing agreements with the vendors listed in the table below to provide access to preventive and reparative oral health treatment for individuals participating in the statewide community and school based oral health program, by increasing the price limitation by \$771,894, from \$771,894 to \$1,543,788, 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 #93) and July 10, 2013 (Item #48). 44.7% Federal Funds, 55.3% General Funds.

Summary of contracted amounts by vendor:

Vendor	Location	SFY 2014-2017 Total Amount
Catholic Medical Center	Manchester	\$142,400
Coos County Family Health Services, Inc.	Berlin	\$388,000
Easter Seals New Hampshire	Manchester	\$142,400
Families First of the Greater Seacoast	Portsmouth	\$205,336
Goodwin Community Health	Somersworth	\$189,792
Health First Family Care Center	Franklin	\$95,792
Lamprey Health Care, Inc.	Newmarket	\$96,394
Monadnock Community Hospital	Peterborough	\$95,792
Speare Memorial Hospital	Plymouth	\$91,482
Tri-County Community Action Program, Inc.	Berlin	\$96,400
<b>TOTAL:</b>		<b>\$1,543,788</b>

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.

05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, ORAL HEALTH PROGRAM

**See attachment for financial details**

### **EXPLANATION**

Funds in these agreements will be used to continue to provide a statewide program of community and school based oral health services to low income and uninsured children and adults who do not have regular access to oral health care. Services provided include oral health education, oral health assessments, screenings or exams, prophylaxis (cleanings), dental sealants, and assistance in connecting individuals with local oral health professionals for needed treatment to repair decayed teeth.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. This program is designed to reduce the incidence of decay and tooth loss, and to increase the number of individuals receiving oral health care, through two distinct approaches: community based settings wherein children of all ages and adults 19 years and older access these services; and school based settings wherein second and third grade students additionally receive oral health educational presentations.

Should Governor and Executive Council not authorize this Request, the Oral Health Program will be unable to annually serve more than 23,000 children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire who need oral health care services, and the Department's statewide efforts to reduce the rate of dental decay and tooth loss in New Hampshire for this targeted population will not occur.

These agreements are ten of a total fifteen contracts awarded as the result of a competitive bid process. The remaining five originally awarded contracts are in different stages of the amendment process; the Department anticipates submitting the remaining five agreements to the Governor and Executive Council under a separate request in June 2015. A Request for Proposals was posted on the Department of Health and Human Services' web site on January 3, 2013, and again on February 18, 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 have continually well-performed its contractual responsibilities, the Department is exercising this option.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return parental consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to assess oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

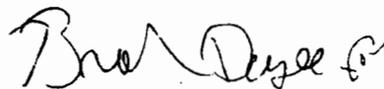
- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Catalog of Federal and Domestic Assistance Number, 93.758, Federal Award Identification Number (FAIN) #B01OT009037, and 55.3% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY  
SERVICES, ORAH HEALTH PROGRAM  
SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

<b>Catholic Medical Center (Vendor #177240-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Coos County Family Health Services, Inc. (Vendor #155327-B001)</b>			
<b>Class/Object:102-500731Service Provided:Community/School Based Activity Code90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$97,000	\$ 0	\$97,000
2015	\$97,000	\$ 0	\$97,000
2016	\$ 0	\$97,000	\$97,000
2017	\$ 0	\$97,000	\$97,000
<b>Subtotal</b>	<b>\$194,000</b>	<b>\$194,000</b>	<b>\$388,000</b>

<b>Easter Seals New Hampshire (Vendor #177204-B005)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$36,100	\$ 0	\$36,100
2015	\$35,100	\$ 0	\$35,100
2016	\$ 0	\$36,100	\$36,100
2017	\$ 0	\$35,100	\$35,100
<b>Subtotal</b>	<b>\$71,200</b>	<b>\$71,200</b>	<b>\$142,400</b>

<b>Families First of the Greater Seacoast (Vendor #166629-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$29,299	\$ 0	\$29,299
2015	\$26,369	\$ 0	\$26,369
2016	\$ 0	\$29,299	\$29,299
2017	\$ 0	\$26,369	\$26,369
<b>Subtotal</b>	<b>\$55,668</b>	<b>\$55,668</b>	<b>\$111,336</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Goodwin Community Health (Vendor #154703-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: Community Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$23,500	\$ 0	\$23,500
2015	\$23,500	\$ 0	\$23,500
2016	\$ 0	\$23,500	\$23,500
2017	\$ 0	\$23,500	\$23,500
<b>Subtotal</b>	<b>\$47,000</b>	<b>\$47,000</b>	<b>\$94,000</b>
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Health First Family Care Center (Vendor #158221-B001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

<b>Lamprey Health Care, Inc. (Vendor #177677-R001)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$25,367	\$ 0	\$25,367
2015	\$22,830	\$ 0	\$22,830
2016	\$ 0	\$25,367	\$25,367
2017	\$ 0	\$22,830	\$22,830
<b>Subtotal</b>	<b>\$48,197</b>	<b>\$48,197</b>	<b>\$96,394</b>

<b>Monadnock Community Hospital (Vendor #177164-B006)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,808	\$ 0	\$22,808
2015	\$25,088	\$ 0	\$25,088
2016	\$ 0	\$22,808	\$22,808
2017	\$ 0	\$25,088	\$25,088
<b>Subtotal</b>	<b>\$47,896</b>	<b>\$47,896</b>	<b>\$95,792</b>

**FINANCIAL DETAIL ATTACHMENT SHEET**

<b>Speare Memorial Hospital (Vendor #177178-B002)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$24,074	\$ 0	\$24,074
2015	\$21,667	\$ 0	\$21,667
2016	\$ 0	\$24,074	\$24,074
2017	\$ 0	\$21,667	\$21,667
<b>Subtotal</b>	<b>\$45,741</b>	<b>\$45,741</b>	<b>\$91,482</b>

<b>Tri-County Community Action Program, Inc. (Vendor #177195-B011)</b>			
<b>Class/Object: 102-500731 Service Provided: School-Based Activity Code: 90072003</b>			
<b>State Fiscal Year</b>	<b>Current Budget</b>	<b>Increase/Decrease Amount</b>	<b>Revised Modified Budget</b>
2014	\$22,952	\$ 0	\$22,952
2015	\$25,248	\$ 0	\$25,248
2016	\$ 0	\$22,952	\$22,952
2017	\$ 0	\$25,248	\$25,248
<b>Subtotal</b>	<b>\$48,200</b>	<b>\$48,200</b>	<b>\$96,400</b>
<b>TOTAL</b>	<b>\$771,894</b>	<b>\$771,894</b>	<b>\$1,543,788</b>



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Statewide Community and School Based Oral Health Services Contract**

This 1st Amendment to the Statewide Community and School Based Oral Health Services contract (hereinafter referred to as "Amendment 1") dated this 2nd day of February, 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 Tri County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, (Item #48), 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 Statewide Community and School Based Oral Health Services
- 2) Amend Form P-37, Block 1.7 to read June 30, 2017
- 3) Amend Form P-37, Block 1.8 to read \$96,400
- 4) Delete Exhibit A and replace with Exhibit A Amendment #1
- 5) Delete Exhibit B and replace with Exhibit B Amendment #1
- 6) Delete Exhibit C and replace with Exhibit C Amendment #1
- 7) Add Exhibit C-1
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1
- 9) Delete Exhibit I and replace with Exhibit I Amendment #1

New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health 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,

3/24/15  
Date

State of New Hampshire  
Department of Health and Human Services  
[Signature]  
Brook Dupee  
Bureau Chief

3-4-15  
Date

Tri County Community Action Program, Inc.  
[Signature]  
NAME Michael Coughlin  
TITLE Chief Executive Officer

Acknowledgement:  
State of New Hampshire, County of Coos on 3-4-2015, 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  
Suzanne C. French, Notary

SUZANNE C. FRENCH  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018

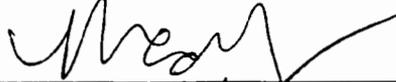
**New Hampshire Department of Health and Human Services  
Statewide Community and School Based Oral Health Services**



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

  
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:



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## Scope of Services

### The Contractor shall provide school-based oral health services as specified herein:

#### 1. General Provisions

The Contractor shall provide oral health assessment, preventive services, and referrals for restorative care for low-income, uninsured and underinsured children within the defined service area who don't have regular access to oral health care.

##### 1.1. Numbers Served

Oral assessment services are to be provided to a minimum of 1,000 students throughout each year of the contract term.

##### 1.2. Eligibility and Income Determination

1.2.1. Low-income children and families are defined as < 185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines, updated annually and effective as of July 1 of each year, in the State of New Hampshire.

1.2.2. If parental permission forms indicate that the child may be eligible for enrollment in Medicaid, the Contractor shall assist the family to complete the most recent version of the Medicaid enrollment form.

##### 1.3. The contractor shall use one of the following models to provide the following services:

1.3.1. The "clinic model" that provides on-site comprehensive preventive and/or restorative treatment.

1.3.2. The "combination clinic voucher model" that provides preventive treatment at one site and provides care coordination to link clients with restorative treatment at another site.

##### 1.4. Oral health care services for the targeted population(s) shall include:

1.4.1. risk assessment;

1.4.2. oral health education;

1.4.3. oral screening;

1.4.4. early diagnosis of oral diseases;

1.4.5. preventive care focused on age appropriate dental sealants, Interim Therapeutic Restorations (ITRs) placed by a Certified Public Health Dental Hygienist, and fluoride varnish application; and

1.4.6. care coordination that links children to restorative treatment and disease management in a "dental home".

##### 1.5. Relevant Policies and Guidelines

The school-based oral health program shall:

1.5.1. Require no fee for any Medicaid client.

1.5.2. Assist eligible families with Medicaid enrollment directly or through referral.

1.5.3. Become a Medicaid provider for qualified clients.



Exhibit A Amendment #1

- 1.5.4. Provide a sliding fee scale for children from families without Medicaid or private dental insurance.
- 1.5.5. Assist students in finding a dental home that will provide ongoing comprehensive oral health care.
- 1.5.6. Direct resources to evidence-based interventions.
- 1.5.7. Explore and secure future funding sources.

**1.6. 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:

- 1.6.1. Assess the ethnic/cultural needs, resources and assets of their community.
- 1.6.2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- 1.6.3. When feasible and appropriate, provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
- 1.6.4. Offer consumers a forum through which families of children served through the program have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.
- 1.6.5. The Contractor shall maintain a program policy that sets forth compliance with Title VI, Language Efficiency and Proficiency Citation 45 CFR 80.3(b) (2). The policy shall describe the way in which the items listed above were addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing service (e.g. trained interpreter, staff person who speaks the language of the client or language line).

**1.7. 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:

- 1.7.1. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 30, effective 01/05.
- 1.7.2. Persons employed by the Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults and RSA 631:6, Assault and Related Offenses.
- 1.7.3. The contractor shall comply with standards developed by the Occupational Safety and Health Administration (OSHA).

**1.8. Publications Funded Under Contract**

- 1.8.1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 1.8.2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
- 1.8.3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).



Exhibit A Amendment #1

**1.9. Subcontractors**

If services required to comply with this Exhibit are provided by a subcontracted agency or provider, the DPHS Oral Health Program must be notified in writing, receive a copy of the subcontract or Memorandum of Agreement (MOA), and approve the subcontract (MOA) prior to its initiation. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

**2. Minimum Scope of Core Services**

**2.1. Service Requirements**

The school-based oral health program shall consist of the following components:

- 2.1.1. Clinical services shall be provided under the supervision of a dentist licensed to practice in New Hampshire.
- 2.1.2. Visual oral screenings or exams by a NH Licensed Dentist or a NH Registered Dental Hygienist with screening results available to clients or to parents of children screened.
- 2.1.3. Oral health educational presentations by health professionals to individual students at chair side or to groups in a classroom setting as part of a health care curriculum.
- 2.1.4. Topical fluoride application as part of a regular preventive routine or, when appropriate, through a school-based fluoride rinse program in schools wishing to participate.
- 2.1.5. A preventive dental program, that shall at minimum include the requirements of 1.4.5 above, for children through a school-based program that assesses risk of dental disease and tooth eruption.
- 2.1.6. With the exception of orthodontic care, the program shall provide assistance in obtaining restorative care for children without an established dental provider.
- 2.1.7. Oral health data collection to support a knowledge base and dental data surveillance system for use in policy development, assessment, and capacity building at state and local levels.
- 2.1.8. Notice to families without access to dental services that a sliding fee scale is available and that no student will be denied school-based dental services for inability to pay. The sliding fee scale must be updated annually based on USDHHS Poverty guidelines as published in the Federal Register.

Contractors considering clinical or sociological research using clients as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the Oral Health Program prior to initiating any research related to this contract.

**2.2. Staffing Provisions**

The Contractor shall be responsible for compliance with the New Hampshire Dental Practice Act. All dental health professionals shall have the appropriate New Hampshire license and certification. The Contractor shall provide the DPHS Oral Health Program with a resume, a copy of the NH license if appropriate, and job description for any current professional staff in the program and notify the State in writing of any staffing changes, along with a copy of the resume of any new staff hired within one month of date of hire.



Exhibit A Amendment #1

**2.3. Staffing Changes**

- 2.3.1. New Hires: The Contractor shall notify the Oral Health Program in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee and New Hampshire license if appropriate shall accompany this notification.
- 2.3.2. Vacancies: The Contractor must notify the Oral Health Program in writing if the dentist or dental hygienist positions are vacant for more than one month. This may be done through a budget revision. In addition, the Oral Health Program must be notified in writing if at any time any program funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**2.4. Coordination of Services**

- 2.4.1. The agency shall make arrangements for coordination of oral health services and exchange of information with other health care providers and agencies. Attach copies of appropriate contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.
- 2.4.2. Agencies that deliver oral health services in communities that are part of a Public Health Region (PHR) should be active participants in the PHR. As appropriate, agencies should participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans, all of which integrate oral health. Agencies should also engage PHR staff as appropriate to enhance the implementation of community-based public health prevention initiatives being implemented by the agency.

**2.5. Meetings and Trainings**

- The Contractor will be responsible to send staff to meetings and trainings required by the Oral Health Program, including but not limited to the Annual Oral Health Forum and Calibration Clinic for School-Based Hygienists.

**3. Quality or Performance Improvement**

**3.1. Work plans**

- 3.1.1. Performance work plans are required bi-annually for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The work plans are a key component of the Oral Health Program performance-based contracting system and of this contract.
- 3.1.2. The Contractor shall incorporate required performance measures into quality/performance improvement plan. Reports on Oral Health work plan progress/outcomes shall explain how the program plans for future improvement describing activities that monitor and evaluate the program's progress toward reaching performance measure targets.
- 3.1.3. The Contractor shall submit a performance-based work plan with this application for funding and by July 15th of the second contract year.
- 3.1.4. The Contractor shall comply with minor modifications and/or additions to the work plan and annual report format as requested by the Oral Health Program. The Oral Health Program will provide the Contractor with advance notice of such changes and the Contractor is not expected to incur any substantial costs relative to such changes.



Exhibit A Amendment #1

**3.2. Data and Reporting Requirements**

In addition to performance work plans, the Contractor shall submit to the Oral Health Program the following data used to monitor program performance:

- 3.2.1. Work plans and work plan outcome reports according to the schedule and instructions provided by the Oral Health Program. The Oral Health Program shall notify the Contractor at least 30 days in advance of any changes in the submission schedule.
- 3.2.2. A Year End Report Form shall be completed annually to describe the reach of the school-based program beyond the second and third grade target population.
- 3.2.3. The Sources of Revenue report must be resubmitted at any point when changes in revenue threaten the ability of the agency to carry out the planned program.
- 3.2.4. A copy of the Sliding Fee Scale shall be submitted by March 1st of each contract year. The sliding fee scale must be updated annually based on the US DHHS Poverty Guidelines as published in the Federal Register.
- 3.2.5. An annual summary of feedback from teachers, school nurses, administrators and families obtained during the prior contract year and of the method by which the results were obtained shall be submitted on request to the DPHS Oral Health Program to accompany the annual work plan.

**3.3. On-Site Reviews**

- 3.3.1. The Contractor shall allow a team or person authorized by the Oral Health Program to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
- 3.3.2. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Exhibit.
- 3.3.3. On-Site reviews may be waived or abbreviated at the discretion of the Oral Health Program, upon submission of satisfactory reports of reviews such as the Health and Human Services Administration (HRSA) Office of Performance Review (OPR) or reviews from nationally accredited organizations such as the Joint Commission, the Community Health and Accreditation Program (CHAP) or the Accreditation Association for Ambulatory Health Care (AAA). Abbreviated reviews will focus on any deficiencies found in previous reviews, issues of compliance with this Exhibit, and actions to strengthen performance as outlined in the agency performance work plan.

**3.4. Performance Measures**

Second and third grade students represent a group of children whose oral health status can be compared across New Hampshire programs, with children in other states and in the National Oral Health Surveillance System.

- 3.4.1. School-Based Performance Measures:
  - A minimum of 80% of 2nd and 3rd grade students returning consent forms
  - A minimum of 400 2nd and 3rd grade students shall receive oral screenings
  - Percent of all 2nd and 3rd grade students in the school screened to assess oral health needs
  - Percent of all 2nd and 3rd grade students screened with at least one sealant on a permanent molar
  - 100% of all 2nd and 3rd grade students screened with untreated decay are referred for service
  - Percent of all 2nd and 3rd grade students screened with a history of decay



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**Method and Conditions Precedent to Payment**

1. The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of services during the period of July 1, 2015 and June 30, 2017 shall not exceed:
  - a. \$22,952 in SFY 2016 and \$25,248 in SFY 2017 for oral health initiatives, for a total amount of \$48,200.
  - b. Funding is available as follows:
    - \$21,545 – 44.7% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037
    - \$26,655 – 55.3% from General Funds
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 SFY 2016 and 2017 budgets (Exhibits B-1). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performance of services.
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.
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.



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



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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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4535 1-800-852-3345 Ext. 4535  
Fax: 603-271-4506 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

7/10/13

June 18, 2013

44.7% federal  
55.3% state

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Oral Health Program, to enter into agreements with vendors for an amount not to exceed \$269,288.00 to provide access to preventive and reparative dental treatment for individuals participating in the statewide school-based and/or community-based dental programs, to be effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	SFY 2014/2015 Amount
Catholic Medical Center	\$71,200.00
Dental Health Works	\$54,096.00
Monadnock Hospital	\$47,896.00
Sullivan County	\$47,896.00
Tri-County Community Action Program	\$48,200.00
<b>TOTAL</b>	<b>\$269,288.00</b>

Funds to support this request are anticipated to be available in the following account for SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, ORAL HEALTH PROGRAM**

See attachment for financial details

### EXPLANATION

This requested action seeks approval of the final five of 15 agreements that represent \$268,288.00 of the \$1,039,982.00 total anticipated to be spent statewide to provide increased access oral health care services. The first ten agreements were presented to, and approved by, Governor and Council on June 19, 2013, Item #93. These services include oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth for low income and uninsured children and adults statewide.

Oral health problems, such as dental caries (decay) in children and tooth loss in adults, are still common in New Hampshire. The causes of oral health problems are multifaceted: Individuals with less income, less education or who have disabilities are less likely to be able to access dental care and more likely to have dental problems. In difficult economic times, more people have less access to dental care. Individuals with oral pain and infection end up in hospital emergency departments where treatment is costly and their dental issues remain unresolved. Among third grade students, without access to care and assessed in the 2009 statewide school-based survey forty-three percent (43%) had a history of tooth decay. Among older adults in six senior centers and congregate meal sites, thirty-one percent (31%) had untreated decay. In addition, increasing numbers of refugees have even greater difficulty accessing oral health care when the need for foreign language interpretation presents another barrier to dental treatment.

Second and third grade children eligible for school-based dental services will receive oral health education, prophylaxis (cleanings), dental sealants, and treatment needed to repair decayed teeth within the school environment. Children through age 19, and adults eligible for community-based dental services will receive oral health basic preventive, diagnostic, and restorative dental services at a community dental provider's office. Anticipated outcomes from this program will include fewer numbers of low-income, uninsured residents with untreated decay and more residents receiving preventive oral health care in New Hampshire.

Should Governor and Executive Council not authorize this Request, children, teens, pregnant women, and adults from low-income, uninsured families living in New Hampshire may not receive oral health care services.

This contract is awarded as the result of a competitive bid process. On January 3, 2013 and again on February 18, 2013 the Division posted a Request for Proposals on the Department of Health and Human Services' web site for statewide School- and Community-Based oral health services. In addition, oral health stakeholders statewide were notified by e-mail of the Request for Proposals and a bidder's conference was held on January 16, 2013. An agency could apply to deliver community, school-based services, or both.

Sixteen agencies submitted 19 proposals. An evaluation committee of fourteen reviewers, internal and external to the Division of Public Health Services, evaluated the proposals. The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services who hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations.

Fifteen agencies were selected for funding. The selection was based on review criteria specified in the Request for Proposals. The criteria evaluated the agency's capacity to carry out a program that provides oral health screening services to children and other vulnerable populations; assurance of ongoing oral health services with dentists in the community; program structure and plan to successfully complete the work; a reasonable and justifiable budget; and the appropriate format requested by the proposal. The proposals were scored and selected by taking an average of all reviewers' scores. The Bid Summary is attached.

As referenced in the Request for Proposals, Renewals Section, these competitively procured Agreements have the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following measures will be used to evaluate the performance of the agreement for School-Based oral health services:

- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that return consent forms
- Number of 2<sup>nd</sup> and 3<sup>rd</sup> grade students that receive oral screenings
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened to access oral health needs
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with at least one sealant on a permanent molar
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with untreated decay that are referred for service
- Percent of all 2<sup>nd</sup> and 3<sup>rd</sup> grade students screened with a history of decay

The following measures will be used to evaluate the performance of the agreement for Community-Based oral health services:

- Number of pediatric clients that receive oral screenings
- Number of adult clients that receive oral screenings
- Percent of clients that receive prophylaxis (cleanings)
- Percent of clients that receive restorative treatment
- Percent of children that receive dental sealants
- Percent of broken dental appointments

Area served: Statewide.

Source of Funds: 44.7% Federal Funds from the Preventive Health and Human Services Block Grant and 55.3% General Funds.

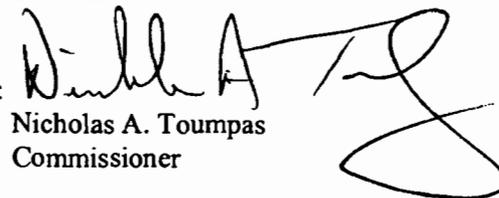
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**  
**School-Based and/or Community-Based Oral Health Care Services**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
 DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES,  
 ORAH HEALTH PROGRAM**  
**SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

**Catholic Medical Center (Vendor #000000)**

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$36,100.00	\$35,100.00	\$71,200.00

**Concord Hospital (Vendor #177653-B011)**

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$23,500.00	\$23,500.00	\$47,000.00

**Coos County Family Health Services, Inc. (Vendor #155327-B001)**

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$97,000.00	\$97,000.00	\$194,000.00

**Dental Health Works (Vendor #00000-B001)**

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs		90072003	\$28,472.00	\$25,624.00	\$54,096.00

**Easter Seals New Hampshire (Vendor #177204-B005)**

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$36,100.00	\$35,100.00	\$71,200.00

**Families First of the Greater Seacoast (Vendor #166629-B001)**

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$23,500.00	\$23,500.00	\$47,000.00
102-500731	Contracts for Program Svcs	School-Based	90072003	\$29,299.00	\$26,369.00	\$55,668.00
Subtotal				\$52,799.00	\$49,869.00	\$102,668.00

**Goodwin Community Health (Vendor #154703-B001)**

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$23,500.00	\$23,500.00	\$47,000.00
102-500731	Contracts for Program Svcs	School-Based	90072003	\$22,808.00	\$25,088.00	\$47,896.00
Subtotal				\$46,308.00	\$48,588.00	\$94,896.00

**Greater Nashua Dental Connection, Inc. (Vendor #158470-B001)**

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$36,100.00	\$35,100.00	\$71,200.00

**Health First Family Care Center (Vendor #158221-B001)**

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	School-Based	90072003	\$22,808.00	\$25,088.00	\$47,896.00

**Lamprey Health Care, Inc. (Vendor #177677-R001)**

Class/Object	Class Title	Service Provided	Activity Code	SFY 2014	SFY 2015	Total
102-500731	Contracts for Program Svcs	School-Based	90072003	\$25,367.00	\$22,830.00	\$48,197.00

**FINANCIAL DETAIL ATTACHMENT SHEET  
School-Based and/or Community-Based Oral Health Care Services**

**05-95-90-902010-4527 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES,  
ORAH HEALTH PROGRAM**

**SFY 2014/2015 - 44.7% Federal Funds and 55.3% General Funds**

**Manchester Health Department (Vendor #177433-B009)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Service Provided</b>	<b>Activity Code</b>	<b>SFY 2014</b>	<b>SFY 2015</b>	<b>Total</b>
102-500731	Contracts for Program Svcs	Community-Based	90072003	\$22,808.00	\$25,088.00	\$47,896.00

**Monadnock Hospital (Vendor #000000-B001)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Service Provided</b>	<b>Activity Code</b>	<b>SFY 2014</b>	<b>SFY 2015</b>	<b>Total</b>
102-500731	Contracts for Program Svcs	School-Based	90072003	\$22,808.00	\$25,088.00	\$47,896.00

**Speare Memorial Hospital (Vendor #177178-B002)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Service Provided</b>	<b>Activity Code</b>	<b>SFY 2014</b>	<b>SFY 2015</b>	<b>Total</b>
102-500731	Contracts for Program Svcs	School-Based	90072003	\$24,074.00	\$21,667.00	\$45,741.00

**Sullivan County (Vendor #00000-B001)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Service Provided</b>	<b>Activity Code</b>	<b>SFY 2014</b>	<b>SFY 2015</b>	<b>Total</b>
102-500731	Contracts for Program Svcs	School-Based	90072003	\$22,808.00	\$25,088.00	\$47,896.00

**Tri-County CAP (Vendor #00000-B001)**

<b>Class/Object</b>	<b>Class Title</b>	<b>Service Provided</b>	<b>Activity Code</b>	<b>SFY 2014</b>	<b>SFY 2015</b>	<b>Total</b>
102-500731	Contracts for Program Svcs	School-Based	90072003	\$22,952.00	\$25,248.00	\$48,200.00
			<b>TOTAL</b>	<b>\$520,004.00</b>	<b>\$519,978.00</b>	<b>\$1,039,982.00</b>

Program Name Oral Health Program  
 Contract Purpose Access to prevention and restorative dental treatment  
 RFP Score Summary (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)

RFA/RFP CRITERIA	Max Pts	Catholic Medical Ctr-CB	Concord Hsp-CB	Coos Cnty Family Hlth Svcs-NC	Dental Hlth Works	Easter Seals NH CB	Families First of the Grr Seacoast-CB	Families First of the Greater Seacoast-SB	Goodwin Community Hlth-CB	Goodwin Community Health-SB	GNDC-CB	Hlth First-SB	Lamprey Hth-SB
Agy Capacity	30	29	29	30	28	29	29	30	29	26	30	27	27
Program Structure	50	46	46	45	49	49	48	49	46	42	49	43	40
Budget & Justification	15	13	14	12	14	12	14	12	14	12	15	14	11
Format	5	4	4	4	5	5	5	5	5	5	5	4	4
Total	100	92	93	92	95	95	95	95	94	85	99	88	82

BUDGET REQUEST	Year 01	Year 02	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	TOTAL BUDGET AWARDED
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 50,000.00	\$ 18,077.00	\$ 97,000.00	\$ 35,000.00	\$ 40,000.00	\$ 22,596.00	\$ 32,358.00
	\$ 100,000.00	\$ 35,154.00	\$ 194,000.00	\$ 70,000.00	\$ 80,000.00	\$ 45,192.00	\$ 64,716.00
	\$ 36,100.00	\$ 23,500.00	\$ 97,000.00	\$ 28,472.00	\$ 36,100.00	\$ 23,500.00	\$ 29,299.00
	\$ 35,100.00	\$ 23,500.00	\$ 97,000.00	\$ 25,624.00	\$ 35,100.00	\$ 23,500.00	\$ 26,369.00
	\$ 71,200.00	\$ 47,000.00	\$ 194,000.00	\$ 54,096.00	\$ 71,200.00	\$ 47,000.00	\$ 55,668.00
	\$ 26,800.00	\$ 20,000.00	\$ 26,800.00	\$ 42,000.00	\$ 20,309.00	\$ 20,309.00	\$ 20,309.00
	\$ 25,088.00	\$ 23,500.00	\$ 25,088.00	\$ 35,100.00	\$ 25,088.00	\$ 25,088.00	\$ 25,088.00
	\$ 47,896.00	\$ 47,896.00	\$ 47,896.00	\$ 71,200.00	\$ 47,896.00	\$ 47,896.00	\$ 47,896.00
	\$ 36,100.00	\$ 22,808.00	\$ 36,100.00	\$ 22,808.00	\$ 22,808.00	\$ 22,808.00	\$ 22,808.00
	\$ 84,000.00	\$ 40,618.00	\$ 84,000.00	\$ 40,618.00	\$ 40,618.00	\$ 40,618.00	\$ 40,618.00
	\$ 53,600.00	\$ 56,388.00	\$ 53,600.00	\$ 56,388.00	\$ 56,388.00	\$ 56,388.00	\$ 56,388.00
	\$ 23,500.00	\$ 23,500.00	\$ 23,500.00	\$ 23,500.00	\$ 23,500.00	\$ 23,500.00	\$ 23,500.00
	\$ 71,200.00	\$ 48,197.00	\$ 71,200.00	\$ 48,197.00	\$ 48,197.00	\$ 48,197.00	\$ 48,197.00

RFP Reviewers

Name	Job Title	Dept. Agency	Qualifications
Sarah Finne	Dentist Supervisor	Greater Derry Children's Dental Health Network	The reviewers represent seasoned public health administrators and program managers experienced in contract and vendor management, as well as professionals who work external to the Division of Public Health Services and hold leadership positions in municipal, nonprofit public health, and health policy advocacy organizations. Each reviewer was selected for the specific skill set they possess and their experience delivering oral health services. The purpose of the review team is to compliment and build upon each of these perspectives for a well-balanced, objective review of the oral health proposals.
Fran McLaughlin	WIC Nutrition Consultant	Division of Public Health Services	
Shannon Mills	VP for Professional Relations	Northeast Delta Dental	
Patricia Tilley	Bureau Chief (Acting)	Division of Public Health Services	
Heather Brown	Network Representative	Northeast Delta Dental	
Tracey Tarr	Administrator	Bureau of Elderly & Adult Services	
Deb Nelson	Administrator	Head Start State Collation Office	
Stacey Plourde	Chair	NH Board of Dental Examiners	
Gail Brown	Policy Director	NH Oral Health Coalition	
Alisa Druzba	Administrator	Division of Public Health Services	
Connie George	Faculty	NHTI	
Bev McGuire	Former Clinical Quality Mng	Assurance Manager DPHS	
Becky Bukowski	Administrator	Division of Public Health Services	
Jim Williamson	Executive Director	NH Dental Society	

**Program Name Oral Health Program**  
**Contract Purpose Access to prevention and restorative dental treatment**  
**RFP Score Summ (Three RFPs: 1-CB=Community-Based 2-SB= School-Based 3-NC=North Country)**

RFA/RFP CRITERIA	Max Pts	Manchester Hlth Dept	Monadnock Hsp-SB	Spare Mem Hsp-SB	Sullivan Cty-SB	Sullivan Cty-CB	SAU 40 Milford SB	Tri-County CAP-SB
A&Y Capacity	30	29	29	29	25	20	25	28
Program Structure	50	48	46	47	43	40	37	46
Budget & Justification	15	14	13	13	10	10	13	11
Format	5	5	5	5	4	3	4	4
<b>Total</b>	<b>100</b>	<b>95</b>	<b>92</b>	<b>94</b>	<b>82</b>	<b>72</b>	<b>79</b>	<b>89</b>

BUDGET REQUEST		Year 01		Year 02		TOTAL BUDGET REQUEST		BUDGET AWARDED		Year 01		Year 02		TOTAL BUDGET AWARDED	
	\$ 85,263.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00								
	\$ 88,085.00	\$ 18,077.00	\$ 32,000.00	\$ 40,000.00	\$ 50,000.00	\$ 21,000.00	\$ 40,272.00								
	\$ 173,348.00	\$ 36,154.00	\$ 64,000.00	\$ 80,000.00	\$ 100,000.00	\$ 42,000.00	\$ 80,544.00								
	\$ 22,808.00	\$ 22,808.00	\$ 24,074.00	\$ 22,808.00	\$ -	\$ -	\$ 22,952.00								
	\$ 25,088.00	\$ 25,088.00	\$ 21,667.00	\$ 25,088.00	\$ -	\$ -	\$ 25,248.00								
	\$ 47,896.00	\$ 47,896.00	\$ 45,741.00	\$ 47,896.00	\$ -	\$ -	\$ 48,200.00								

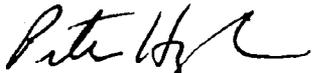
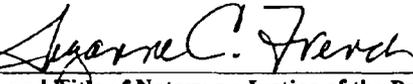
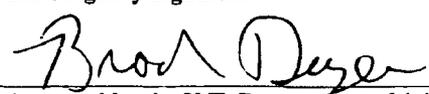
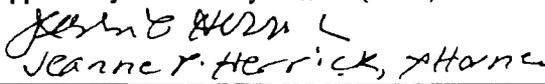
Subject: School-based oral health services for underserved students in Carroll County

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Tri-County Community Action Program, Inc. (Tri-County CAP)		<b>1.4 Contractor Address</b> 30 Exchange Street Berlin, NH 03570	
<b>1.5 Contractor Phone Number</b> (603) 752-7001 Ext 13	<b>1.6 Account Number</b> 05-95-90-902010-4527-102-500731	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$48,200
<b>1.9 Contracting Officer for State Agency</b> Lisa L. Bujno, MSN, APRN Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Peter Higley, Chief Operating Officer	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Coo's</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Suzanne C. French, Notary		SUZANNE C. FRENCH NOTARY PUBLIC State of New Hampshire My Commission Expires August 13, 2013	
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Lisa L. Bujno, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Jeanne F. Herrick, Attorney On: 19 April 2013			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials:   P.H.    
Date:   5.14.13

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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.