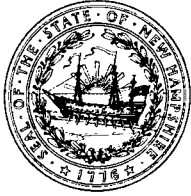


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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

October 24, 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 ten (10) agreements, of which nine (9) are **retroactive**, with the vendors listed below, for the provision of Family Planning Services in an amount not to exceed \$2,915,402 to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with new contractor, Mascoma Community Health Care, Inc.), upon Governor and Council approval through June 30, 2019. 57.02% Federal Funds, 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

Vendor	Location	Vendor #	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	Concord, NH	177203-B003	\$431,864
Concord Hospital Family Health Center	Concord, NH	177653-B011	\$259,098
Coos County Family Health	Berlin, NH	155327-B001	\$157,270
Equality Health Center	Concord, NH	257562-B001	\$179,800
Joan G. Lovering Health Center	Greenland, NH	175132-R001	\$222,896
Lamprey Health Care	Newmarket, NH	177677-R001	\$462,602
Manchester Community Health Center	Manchester, NH	157274-B001	\$265,086
*Mascoma Community Health Care, Inc.	Canaan, NH	TBD	\$200,000
**Planned Parenthood of Northern New England	Colchester, VT	177528-R002	\$548,000
White Mountain Community Health Center	Conway, NH	174170-R001	\$188,786
		Total:	\$2,915,402

*New contractor - Not retroactive to 7/1/17 (Effective upon G&C approval)

**No Federal Funds (100% General Funds)

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

SEE FISCAL DETAIL ATTACHED

EXPLANATION

A portion of this request is **retroactive** because nine (9) of the ten (10) vendors continued to provide Family Planning Services after their agreements expired on June 30, 2017. The nine (9) vendors continued services to ensure continuity of clinical care for consumers while the Department reprocured services through the Request for Applications process. The Request for Applications process resulted in the nine (9) retroactive agreements and one (1) new agreement with Mascoma Community Health Care, Inc., which will begin providing services upon Governor and Executive Council approval.

Funds in this agreement will be used by the Department to partner with health centers to provide comprehensive reproductive health services. Services include: contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections (STI) for women and men of reproductive age. The education, counseling, and medical services available within contracted clinic settings assist women and men in achieving their reproductive health and birth goals. Services provided under this agreement follow all Federal Title X and State regulations. No abortion services are provided through these Agreements.

These Agreements allow the New Hampshire Family Planning Program to offer a comprehensive and integrated network of programs and partners statewide who provide essential services to vulnerable populations. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State. For the project period of July 1, 2017 to June 30, 2019, the family planning Contractors are anticipated to annually serve eighteen thousand (18,000) vulnerable and low-income individuals throughout New Hampshire. This project period will bring a heightened focus on vulnerable populations, including: the uninsured, adolescents, LGBTQ, those needing confidential services, refugee communities, and persons at risk of unintended pregnancy and/or sexually transmitted infections (STIs) due to substance abuse.

Partnering with health centers in both rural and urban settings ensures that access to affordable reproductive health care is available in all areas of the State. Family Planning Services reduce the health and economic disparities associated with lack of access to high quality, affordable health care. Women with lower levels of education and income, uninsured women, women of color, and other minority women are less likely to have access to quality family planning services than their more highly educated and financially stable counterparts. Young men are less likely to have access to and receive family planning services than women. Services provided under these agreements are not duplicated elsewhere in the State as there is no other system for affordable, comprehensive reproductive health care services.

The vendors were selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' Website from June 16, 2017 through August 4, 2017. In addition, a notice of the published Request for Applications was emailed to an all-inclusive listing of family planning vendors in the State.

The Department received ten (10) applications. The applications were reviewed and accepted by a team of individuals with program specific knowledge. The review included a thorough discussion of the qualifications of the applicants (Summary Score Sheet attached)

As referenced in the Request for Applications and in Exhibit C-1 of the contracts, the contracts have the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures, objectives and deliverables will be used to measure the effectiveness of the agreements:

- The percent of clients under one hundred percent (100%) Federal Poverty Level in the family planning caseload;
- The percent of clients under two hundred fifty percent (250%) Federal Poverty Level in the family planning caseload;
- The percent of clients less than twenty (20) years of age in the family planning caseload;
- The percent of clients served in the Family Planning Program that were Medicaid recipients at the time of their last visit;
- The percent of clients who are males in the Family Planning caseload;
- The proportion of women less than twenty-five (25) years of age screened for Chlamydia and tested positive;
- The percent of family planning clients of reproductive age who receives preconception counseling;
- The percent of female family planning clients less than twenty-five (25) years of age screened for Chlamydia infection;
- The percentage of women ages fifteen (15) to forty-four (44) at risk of unintended pregnancy that is provided a most effective (sterilization, implants, intrauterine devices or systems (IUD/IUS)) or moderately effective (injectable, oral pills, patch, ring or diaphragm) contraceptive method;
- The percentage of women ages fifteen (15) to forty-four (44) years at risk of unintended pregnancy that is provided a Long Acting Reversible Contraception (LARC) (implants or intrauterine devices or systems (IUD/IUS)) method;
- The percent of family planning clients less than eighteen (18) years of age who received education that abstinence is a viable method/form of birth control;
- The percentage of family planning clients who received STD/HIV reduction education;
- Community Partnership Report; and
- Annual Training Report.

Area served: Statewide

Should Governor and Executive Council not authorize this request, the sustainability of New Hampshire's reproductive health care system may be significantly threatened. Not authorizing this request could remove the safety net of services which improve birth outcomes, prevent unplanned pregnancy and reduce health disparities. Not authorizing this request negatively impacts the health of New Hampshire's reproductive population, ages fifteen (15) to forty four (44), and increases health care costs for New Hampshire citizens.

Source of Funds: 57.02% Federal Funds from the Office of Population Affairs; US DHHS, Administration for Children and Families, and 42.98% General Funds (with the exception of Planned Parenthood of Northern New England - 100% General Funds).

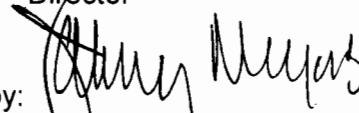
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner

**State of New Hampshire
Department of Health and Human Services
Family Planning Services (RFA-2018-DPHS-03-FAMIL)**

FISCAL DETAIL SHEET

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

CFDA #93.217

FAIN# FPHA016248

69.73% Federal and 30.27% General

FUNDER: Office of Population Affairs

Community Action Program – Belknap Merrimack Counties, Inc.

Vendor ID #177203-B003

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	170,618
2019	102-500731	Contracts for Program Services	90080203	170,618
			<i>Subtotal:</i>	\$341,236

Concord Hospital

Vendor ID #177653-B011

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$96,517
2019	102-500731	Contracts for Program Services	90080203	\$96,517
			<i>Subtotal:</i>	\$193,034

Coos County Family Health Center

Vendor ID #155327-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$66,274
2019	102-500731	Contracts for Program Services	90080203	\$66,274
			<i>Subtotal:</i>	\$132,548

Equality Health Center

Vendor ID #257562-B001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$78,400
2019	102-500731	Contracts for Program Services	90080203	\$78,400
			<i>Subtotal:</i>	\$156,800

Joan G. Loving Health Care

Vendor ID #175132-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$99,948
2019	102-500731	Contracts for Program Services	90080203	\$99,948
			<i>Subtotal:</i>	\$199,896

Lamprey Health Care

Vendor ID #177677-R001

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$201,582
2019	102-500731	Contracts for Program Services	90080203	\$201,582
			<i>Subtotal:</i>	\$403,164

Manchester Community Health Center**Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$109,925
2019	102-500731	Contracts for Program Services	90080203	\$109,925
			<i>Subtotal:</i>	<i>\$219,850</i>

Mascoma Community Health Center**Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$77,382
2019	102-500731	Contracts for Program Services	90080203	\$77,382
			<i>Subtotal:</i>	<i>\$154,764</i>

White Mountain Community Health Center**Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080203	\$83,108
2019	102-500731	Contracts for Program Services	90080203	\$83,108
			<i>Subtotal:</i>	<i>\$166,216</i>

Planned Parenthood of Northern New England**Vendor ID #177528-R002****100% General Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	102-500731	Contracts for Program Services	90080213	\$274,000
2019	102-500731	Contracts for Program Services	90080213	\$274,000
			<i>Subtotal:</i>	<i>\$548,000</i>

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

CFDA# 93.558

FAIN# 1701NHTANF

100% Federal Funds**FUNDER: US DHHS Administration for Children and Families****Community Action Program – Belknap Merrimack Counties, Inc.****Vendor ID #177203-B003**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$45,314
2019	502-500891	Payment for Providers	45030203	\$45,314
			<i>Subtotal:</i>	<i>\$90,628</i>

Concord Hospital**Vendor ID #177653-B011**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$33,032
2019	502-500891	Payment for Providers	45030203	\$33,032
			<i>Subtotal:</i>	<i>\$66,064</i>

Coos County Family Health Center**Vendor ID #155327-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$12,361
2019	502-500891	Payment for Providers	45030203	\$12,361
			<i>Subtotal:</i>	<i>\$24,722</i>

Equality Health Center**Vendor ID #257562-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	<i>\$23,000</i>

Joan G. Lovering Health Care**Vendor ID #175132-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,500
2019	502-500891	Payment for Providers	45030203	\$11,500
			<i>Subtotal:</i>	<i>\$23,000</i>

Lamprey Health Care**Vendor ID #177677-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$29,719
2019	502-500891	Payment for Providers	45030203	\$29,719
			<i>Subtotal:</i>	<i>\$59,438</i>

Manchester Community Health Center**Vendor ID #157274-B001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	<i>\$45,236</i>

Mascoma Community Health Center**Vendor ID #TBD**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$22,618
2019	502-500891	Payment for Providers	45030203	\$22,618
			<i>Subtotal:</i>	<i>\$45,236</i>

White Mountain Community Health Center**Vendor ID #174170-R001**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	502-500891	Payment for Providers	45030203	\$11,285
2019	502-500891	Payment for Providers	45030203	\$11,285
			<i>Subtotal:</i>	<i>\$22,570</i>
			TOTAL:	\$2,915,402



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doit

Denis Goulet
 Commissioner

November 1, 2017

Jeffrey A. Meyers, Commissioner
 Department of Health and Human Services
 State of New Hampshire
 129 Pleasant Street
 Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into ten (10) agreements with the vendors listed in the below table. Nine (9) contracts are **retroactive** (with the exception of the vendor Mascoma Community Health Care), as described below and referenced as DoIT No. 2018-001.

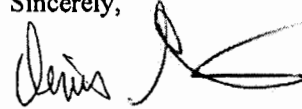
Vendor Name	Amount
Community Action Program – Belknap Merrimack Counties, Inc.	\$431,864
Concord Hospital Family Health Center	\$259,098
Coos County Family Health	\$157,270
Equality Health Center	\$179,800
Joan G. Lovering Health Center	\$222,896
Lamprey Health Care	\$462,602
Manchester Community Health Center	\$265,086
Mascoma Community Health Care	\$200,000
Planned Parenthood of Northern New England	\$548,000
White Mountain Community Health Center	\$188,786
Total	\$2,915,402

The Department of Health and Human Services requests to enter into ten (10) agreements to provide Family Planning comprehensive reproductive health services. Services include contraception, pregnancy testing and counseling, achieving pregnancy, basic infertility services, preconception health and prevention testing, cancer screening, and treatment of sexually transmitted infections for women and men of reproductive age. Reproductive health care and family planning are critical public health services that must be affordable and easily accessible within communities throughout the State.

The amount of the contracts are not to exceed \$2,915,402.00, nine (9) to be effective **retroactive** to July 1, 2017 (with the exception of the agreement with Mascoma Community Health Care) upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish extending to the right.

Denis Goulet

DG/mh
DoIT #2018-001

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-10)

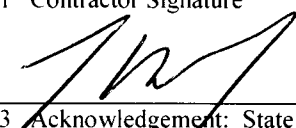
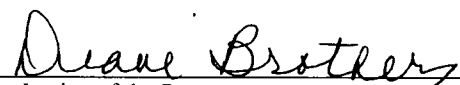
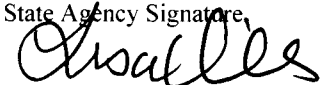
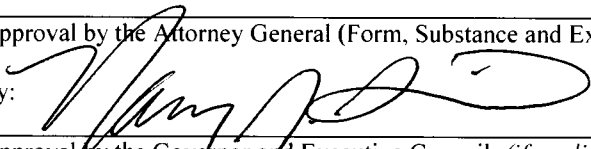
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name White Mountain Community Health Center		1.4 Contractor Address 298 White Mt. Hwy Conway, NH 03818	
1.5 Contractor Phone Number 603-447-8900 x321	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$188,786
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth Porter (EO)	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>October 11, 2017</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] 		DIANE BROTHERS, Notary Public My Commission Expires August 5, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Diane Brothers, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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) (if applicable) By:  On: <u>10/30/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials MS
Date 11 Oct 17



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

**IEC/BCC – Information, Education, Communication/Behavior Change
Communication**

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.



Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of five hundred seventy-five (575) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

WDB

11/02/17



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.



Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHScontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 - BUDGET
Family Planning Funds

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

Bidder/Program Name: **White Mountain Community Health Center**

Budget Request for: **MCH - Family Planning - SFY18**
(Name of RFP)

Budget Period: **July 1, 2017 through June 30, 2018**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DRHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 101,474.00	\$ -	\$ 101,474.00	\$ 48,352.00	\$ -	\$ 48,352.00	\$ 53,122.00	\$ -	\$ 53,122.00
2. Employee Benefits	\$ 20,627.00	\$ -	\$ 20,627.00	\$ 12,616.00	\$ -	\$ 12,616.00	\$ 8,011.00	\$ -	\$ 8,011.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 601.00	\$ 601.00	\$ -	\$ 601.00	\$ 601.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 5,024.00	\$ 5,024.00	\$ -	\$ 5,024.00	\$ 5,024.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ 3,092.00	\$ 3,092.00	\$ -	\$ 3,092.00	\$ 3,092.00	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 731.00	\$ -	\$ 731.00	\$ (469.00)	\$ -	\$ (469.00)	\$ 1,200.00	\$ -	\$ 1,200.00
Pharmacy	\$ 25,800.00	\$ -	\$ 25,800.00	\$ 12,300.00	\$ -	\$ 12,300.00	\$ 13,500.00	\$ -	\$ 13,500.00
Medical	\$ -	\$ 1,268.00	\$ 1,268.00	\$ -	\$ 1,268.00	\$ 1,268.00	\$ -	\$ -	\$ -
Office	\$ -	\$ 1,332.00	\$ 1,332.00	\$ -	\$ 1,332.00	\$ 1,332.00	\$ -	\$ -	\$ -
6. Travel	\$ 480.00	\$ -	\$ 480.00	\$ 255.00	\$ -	\$ 255.00	\$ 225.00	\$ -	\$ 225.00
7. Occupancy - Facility Cleaning/Maint	\$ -	\$ 2,334.00	\$ 2,334.00	\$ -	\$ 2,334.00	\$ 2,334.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 1,117.00	\$ 1,117.00	\$ -	\$ 1,117.00	\$ 1,117.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 680.00	\$ 680.00	\$ -	\$ 680.00	\$ 680.00	\$ -	\$ -	\$ -
Subscriptions	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Audit and Legal	\$ -	\$ 2,867.00	\$ 2,867.00	\$ -	\$ 2,867.00	\$ 2,867.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 3,995.00	\$ 3,995.00	\$ -	\$ 3,995.00	\$ 3,995.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,282.00	\$ -	\$ 2,282.00	\$ 1,782.00	\$ -	\$ 1,782.00	\$ 500.00	\$ -	\$ 500.00
11. Staff Education and Training	\$ 370.00	\$ -	\$ 370.00	\$ 270.00	\$ -	\$ 270.00	\$ 100.00	\$ -	\$ 100.00
12. Subcontracts/Agreements	\$ 12,605.00	\$ -	\$ 12,605.00	\$ 6,605.00	\$ -	\$ 6,605.00	\$ 6,000.00	\$ -	\$ 6,000.00
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Memberships	\$ 377.00	\$ -	\$ 377.00	\$ 377.00	\$ -	\$ 377.00	\$ -	\$ -	\$ -
On Call Services (Outside Supp Con	\$ -	\$ 389.00	\$ 389.00	\$ -	\$ 389.00	\$ 389.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 165,196.00	\$ 22,699.00	\$ 187,895.00	\$ 82,088.00	\$ 22,699.00	\$ 104,787.00	\$ 83,108.00	\$ -	\$ 83,108.00

Indirect As A Percent of Direct

13.7%

10/11/17
11 Oct 17

Exhibit B-2 - BUDGET
TANF Funds

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

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: MCH - Family Planning -TANF - SFY18
(Name of RFP)

Budget Period: July 1, 2017 through June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 8,310.00	\$ -	\$ 8,310.00	\$ -	\$ -	\$ -	\$ 8,310.00	\$ -	\$ 8,310.00
2. Employee Benefits	\$ 831.00	\$ -	\$ 831.00	\$ -	\$ -	\$ -	\$ 831.00	\$ -	\$ 831.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 480.00	\$ -	\$ 480.00	\$ -	\$ -	\$ -	\$ 480.00	\$ -	\$ 480.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00	\$ -	\$ 720.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 844.00	\$ -	\$ 844.00	\$ -	\$ -	\$ -	\$ 844.00	\$ -	\$ 844.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 11,285.00	\$ -	\$ 11,285.00	\$ -	\$ -	\$ -	\$ 11,285.00	\$ -	\$ 11,285.00

Indirect As A Percent of Direct

Initials *107*
Date *11/01/17*

Exhibit B-3 - BUDGET
Family Planning Funds

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

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: MCH - Family Planning - SFY19
(Name of RFP)

Budget Period: July 1, 2018 through June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1 Total Salary/Wages	\$ 101,474.00	\$ -	\$ 101,474.00	\$ 48,352.00	\$ -	\$ 48,352.00	\$ 55,122.00	\$ -	\$ 55,122.00
2 Employee Benefits	\$ 20,627.00	\$ -	\$ 20,627.00	\$ 12,616.00	\$ -	\$ 12,616.00	\$ 8,011.00	\$ -	\$ 8,011.00
3 Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 601.00	\$ 601.00	\$ -	\$ 601.00	\$ 601.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 5,024.00	\$ 5,024.00	\$ -	\$ 5,024.00	\$ 5,024.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ 3,092.00	\$ 3,092.00	\$ -	\$ 3,092.00	\$ 3,092.00	\$ -	\$ -	\$ -
5 Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 731.00	\$ -	\$ 731.00	\$ (469.00)	\$ -	\$ (469.00)	\$ 1,200.00	\$ -	\$ 1,200.00
Pharmacy	\$ 25,800.00	\$ -	\$ 25,800.00	\$ 12,300.00	\$ -	\$ 12,300.00	\$ 13,500.00	\$ -	\$ 13,500.00
Medical	\$ -	\$ 1,268.00	\$ 1,268.00	\$ -	\$ 1,268.00	\$ 1,268.00	\$ -	\$ -	\$ -
Office	\$ -	\$ 1,332.00	\$ 1,332.00	\$ -	\$ 1,332.00	\$ 1,332.00	\$ -	\$ -	\$ -
6 Travel	\$ 480.00	\$ -	\$ 480.00	\$ 255.00	\$ -	\$ 255.00	\$ 225.00	\$ -	\$ 225.00
7 Occupancy - Facility Cleaning/Maint	\$ -	\$ 2,334.00	\$ 2,334.00	\$ -	\$ 2,334.00	\$ 2,334.00	\$ -	\$ -	\$ -
8 Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 1,117.00	\$ 1,117.00	\$ -	\$ 1,117.00	\$ 1,117.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 680.00	\$ 680.00	\$ -	\$ 680.00	\$ 680.00	\$ -	\$ -	\$ -
Subscriptions	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Audit and Legal	\$ -	\$ 2,867.00	\$ 2,867.00	\$ -	\$ 2,867.00	\$ 2,867.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 3,995.00	\$ 3,995.00	\$ -	\$ 3,995.00	\$ 3,995.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 Marketing/Communications	\$ 2,282.00	\$ -	\$ 2,282.00	\$ 1,782.00	\$ -	\$ 1,782.00	\$ 500.00	\$ -	\$ 500.00
11 Staff Education and Training	\$ 370.00	\$ -	\$ 370.00	\$ 270.00	\$ -	\$ 270.00	\$ 100.00	\$ -	\$ 100.00
12 Subcontracts/Agreements	\$ 12,605.00	\$ -	\$ 12,605.00	\$ 6,605.00	\$ -	\$ 6,605.00	\$ 6,000.00	\$ -	\$ 6,000.00
13 Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Memberships	\$ 377.00	\$ -	\$ 377.00	\$ 377.00	\$ -	\$ 377.00	\$ -	\$ -	\$ -
On Call Services (Outside Supp Con	\$ -	\$ 389.00	\$ 389.00	\$ -	\$ 389.00	\$ 389.00	\$ -	\$ -	\$ -
TOTAL	\$ 165,196.00	\$ 22,699.00	\$ 187,895.00	\$ 82,088.00	\$ 22,699.00	\$ 104,787.00	\$ 83,108.00	\$ -	\$ 83,108.00

Indirect As A Percent of Direct

13.7%

Initials: *KS*
Date: *11/02/17*

Exhibit B-4 - BUDGET
TANF Funds

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

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: MCH - Family Planning -TANF - SFY19
(Name of RFP)

Budget Period: July 1, 2018 through June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1 Total Salary/Wages	\$ 8,310.00	\$ -	\$ 8,310.00	\$ -	\$ -	\$ -	\$ 8,310.00	\$ -	\$ 8,310.00
2 Employee Benefits	\$ 831.00	\$ -	\$ 831.00	\$ -	\$ -	\$ -	\$ 831.00	\$ -	\$ 831.00
3 Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5 Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6 Travel	\$ 480.00	\$ -	\$ 480.00	\$ -	\$ -	\$ -	\$ 480.00	\$ -	\$ 480.00
7 Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00	\$ -	\$ 720.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 Marketing/Communications	\$ 844.00	\$ -	\$ 844.00	\$ -	\$ -	\$ -	\$ 844.00	\$ -	\$ 844.00
11 Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 11,285.00	\$ -	\$ 11,285.00	\$ -	\$ -	\$ -	\$ 11,285.00	\$ -	\$ 11,285.00

Indirect As A Percent of Direct

Initials: *LOB*
Date: *11 Oct 17*



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. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be 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.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D




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

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

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

Contractor Name:

11 October 2017
Date


Name:
Title: Kenneth Porter (E.D.)



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

11 October 2010
Date

[Signature]
Name: Kenneth Porter
Title: (EO)



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11 OCT 17
Date

[Signature] (EO)
Name: Kenneth Porter
Title: (EO)



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

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

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

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

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

Exhibit G

Contractor Initials 1079

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

11 Oct 17
Date

TH Kenneth Porter (ED)
Name:
Title:

Exhibit G

Contractor Initials

102

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11 Oct 17
Date

[Signature]
Name:
Title: *Reneth Porter*
(EO)



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

10/27/17
Date

Kenneth Porter
Name of the Contractor

[Signature]
Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

11 OCT 17
Date



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

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

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

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


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

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

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

Contractor Name:

11oct17
Date


Name: Kenneth Porter
Title: (ED)



FORM A

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

1. The DUNS number for your entity is: 030049048
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

New Hampshire Department of Health and Human Services
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

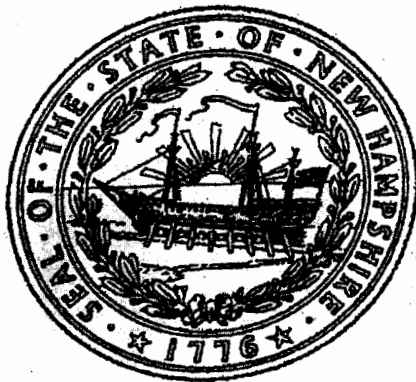
- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAIN COMMUNITY HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 01, 1981. 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: 62590



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May A.D. 2017.

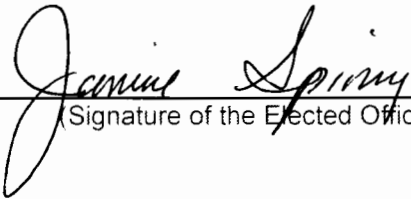
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Janice Spinney, do hereby certify that:

1. I am a duly elected Officer of White Mountain Community Health Center.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 23, 2017:
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 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 11th day of October 2017.
4. Kenneth Porter is the duly elected Executive Director of the Agency.




(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 11th day of October, 2017, by Janice Spinney.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

DIANE BROTHERS, Notary Public
My Commission Expires August 5, 2019

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

WHITE-4

OP ID: MC

DATE (MM/DD/YYYY)

05/05/2017

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).

PRODUCER Noyes Hall & Allen Insurance www.noyeshallallen.com 170 Ocean Street, PO Box 2403 South Portland, ME 04116-2403 Thomas P. Noyes, CPCU	CONTACT NAME: Thomas P. Noyes, CPCU	
	PHONE (A/C, No, Ext): 207-799-5541	FAX (A/C, No): 207-767-7590
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Medical Mutual Insurance Co.		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 White Mountain Community Health Center
 298 White Mountain Highway
 North Conway, NH 03818

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NH HCP 004254	01/01/2017	01/01/2018	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 - COMP/OP AGG	\$ 1,000,000
								\$
	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)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10000			NH UMB 004256	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Med Prof Liab Claims Made			NH HCP 004254	01/01/2017	01/01/2018	Each Loss	1,000,000
							Aggregate	3,000,000

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

CERTIFICATE HOLDER

DHHS123

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2017

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).

PRODUCER Chalmers Insurance Group - North Conway PO Box 2480 3277 White Mountain Highway North Conway NH 03860	CONTACT NAME: Heather Clement PHONE (A/C, No, Ext): (603) 356-6926 E-MAIL ADDRESS: HClement@chalmersInsuranceGroup.com	FAX (A/C, No): (603) 356-6934
	INSURER(S) AFFORDING COVERAGE	
INSURED WHITE MOUNTAIN COMMUNITY HEALTH CENTER PO BOX 2800 CONWAY NH 03818	INSURER A: Travelers Indemnity Co.	NAIC # 25658
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

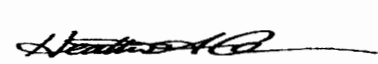
COVERAGES **CERTIFICATE NUMBER:** 2017 WC Only **REVISION NUMBER:**

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6G264175	1/1/2017	1/1/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: DHHS-Contract Unit
Primary Care

CERTIFICATE HOLDER DHHS Contracts & Procurement 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 H Clement/HEATHE 
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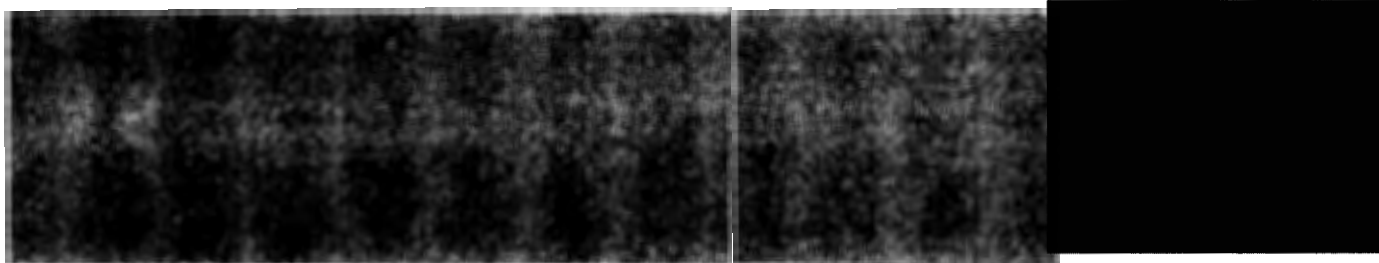


Whole Person. Whole Family. Whole Valley.

298 White Mt. Hwy • PO Box 2800 • Conway, NH 03818 • 603-447-8900

Mission Statement

White Mountain Community Health Center provides comprehensive, high-quality primary care services and health education on a sustainable basis to women, men and children in the Mount Washington Valley community regardless of ability to pay.



WHITE MOUNTAIN COMMUNITY HEALTH CENTER

FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
White Mountain Community Health Center

We have audited the accompanying financial statements of White Mountain Community Health Center, 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 White Mountain Community Health Center 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
August 25, 2016

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets		
Cash	\$ 219,279	\$ 230,057
Patient accounts receivable, less allowance for uncollectible accounts of \$17,862 in 2016 and \$31,172 in 2015	87,519	74,128
Other receivables	91,388	33,580
Prepaid expenses	<u>28,618</u>	<u>29,908</u>
Total current assets	426,804	367,673
Long-term investments	230,317	236,512
Assets limited as to use	22,593	30,914
Property and equipment, net	<u>135,384</u>	<u>189,361</u>
Total assets	\$ <u>815,098</u>	\$ <u>824,460</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 13,781	\$ 14,531
Accrued payroll and related amounts	57,712	60,328
Deferred revenue	<u>74,822</u>	<u>30,025</u>
Total current liabilities and total liabilities	<u>146,315</u>	<u>104,884</u>
Net assets		
Unrestricted	646,190	688,662
Temporarily restricted	<u>22,593</u>	<u>30,914</u>
Total net assets	<u>668,783</u>	<u>719,576</u>
Total liabilities and net assets	\$ <u>815,098</u>	\$ <u>824,460</u>

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

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Unrestricted revenues, gains, and other support		
Patient service revenue	\$ 838,478	\$ 865,501
Provision for bad debts	<u>(15,500)</u>	<u>(26,906)</u>
Net patient service revenue	822,978	838,595
Government and private grants	558,244	525,221
In-kind contributions	59,004	59,004
Other operating revenue	12,897	20,041
Net assets released from restrictions for operations	<u>4,185</u>	<u>5,208</u>
Total unrestricted revenues, gains, and other support	<u>1,457,308</u>	<u>1,448,069</u>
Operating expenses		
Salaries and benefits	1,033,207	1,025,793
Professional fees and contract services	133,328	145,445
Other operating expenses	205,404	205,750
Program supplies	74,157	85,050
Depreciation	67,512	45,872
In-kind contribution expenses	<u>59,004</u>	<u>59,004</u>
Total expenses	<u>1,572,612</u>	<u>1,566,914</u>
Operating loss	<u>(115,304)</u>	<u>(118,845)</u>
Other revenue and gains (losses)		
Investment income	4,715	2,231
Contributions	61,582	70,709
Change in fair value of investments	<u>(7,100)</u>	<u>(714)</u>
Total other revenue and gains (losses)	<u>59,197</u>	<u>72,226</u>
Deficit of revenues over expenses	(56,107)	(46,619)
Net assets released from restrictions for capital acquisition	<u>13,635</u>	<u>37,000</u>
Decrease in unrestricted net assets	\$ <u>(42,472)</u>	\$ <u>(9,619)</u>

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

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Deficit of revenues over expenses	\$ (56,107)	\$ (46,619)
Net assets released for capital acquisition	<u>13,635</u>	<u>37,000</u>
Change in unrestricted net assets	<u>(42,472)</u>	<u>(9,619)</u>
Temporarily restricted net assets		
Contributions	9,499	53,983
Net assets released for capital acquisition	(13,635)	(37,000)
Net assets released for operations	<u>(4,185)</u>	<u>(5,208)</u>
Change in temporarily restricted net assets	<u>(8,321)</u>	<u>11,775</u>
Change in net assets	(50,793)	2,156
Net assets, beginning of year	<u>719,576</u>	<u>717,420</u>
Net assets, end of year	<u>\$ 668,783</u>	<u>\$ 719,576</u>

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

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

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	\$ (50,793)	\$ 2,156
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	67,512	45,872
Provision for bad debts	15,500	26,906
Restricted contributions	(9,499)	(53,983)
Change in fair value of investments	7,100	714
(Increase) decrease in		
Patient accounts receivable	(28,891)	(29,306)
Other receivables	(57,808)	49,945
Prepaid expenses	1,290	(8,164)
Increase (decrease) in		
Accounts payable and accrued expenses	(750)	(40,466)
Accrued payroll and related expenses	(2,616)	(27,336)
Deferred revenue	<u>44,797</u>	<u>(12,270)</u>
Net cash used by operating activities	<u>(14,158)</u>	<u>(45,932)</u>
Cash flows from investing activities		
Decrease (increase) in assets limited as to use	7,416	(14,552)
Capital expenditures	<u>(13,535)</u>	<u>(36,800)</u>
Net cash used by investing activities	<u>(6,119)</u>	<u>(51,352)</u>
Cash flows from financing activities		
Restricted contributions	<u>9,499</u>	<u>53,983</u>
Net cash provided by financing activities	<u>9,499</u>	<u>53,983</u>
Net decrease in cash	(10,778)	(43,301)
Cash, beginning of year	<u>230,057</u>	<u>273,358</u>
Cash, end of year	<u>\$ 219,279</u>	<u>\$ 230,057</u>

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

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

1. Summary of Significant Accounting Policies

Organization and Nature of Business

White Mountain Community Health Center (the Center) is a non-profit corporation organized in New Hampshire.

The Center's primary purpose is to provide comprehensive primary and preventative healthcare services to the residents in the town of Conway and surrounding communities.

On October 24, 2014, the Center's bylaws were modified, removing the sole member of the Center from Mt. Washington Valley Development Foundation (the Foundation). The change eliminated the legal affiliation with the Foundation. The Center continues to maintain strong functional relationships with The Memorial Hospital (TMH) and other healthcare providers in the area, providing an integrated network of patient services.

Income Taxes

The Center is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Center is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Center's tax positions and concluded that the Center 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 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.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

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 the Center's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 31,172	\$ 25,366
Provision for bad debts	15,500	26,906
Write-offs	<u>(28,810)</u>	<u>(21,100)</u>
Balance, end of year	<u>\$ 17,862</u>	<u>\$ 31,172</u>

Governmental and Private Grants

Grants are provided to support specific programs and are subject to various budgetary restrictions. The different between the full grant awards and the amount received to date is recognized as a receivable. The different between the full grant award and the amount earned to date is reported as deferred revenue.

Investments

The Center reports investments at fair value, and has elected to report all gains and losses in the deficit of revenue over expenses to simplify the presentation of these accounts in the statement of operations unless otherwise stipulated by the donor or State law.

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

Assets Limited As To Use

Assets limited as to use is comprised of donor-restricted cash contributions.

Cash and cash equivalents included in assets limited as to use are excluded from cash for cash flow purposes.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 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. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Center have been limited by donors to a specific time period or purpose and include the change in fair value on permanently restricted investments until appropriated by the Board of Directors.

Permanently restricted net assets have been restricted by donors to be maintained by the Center in perpetuity. For the years ended June 30, 2016 and 2015, there were no permanently restricted net assets.

Patient Service Revenue

Charges for services to patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Center's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets to the Center are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

2. Investments

Investments are stated at fair value and consisted of the following:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 27,291	\$ 26,766
Marketable equity securities	13,090	13,622
Mutual funds	<u>189,936</u>	<u>196,124</u>
Total investments	<u>\$ 230,317</u>	<u>\$ 236,512</u>

Fair Value Measurement

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 fair value of all of the Center's investments is measured on a recurring basis using Level 1 inputs.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

3. Property and Equipment

A summary of property and equipment is as follows:

	<u>2016</u>	<u>2015</u>
Building improvements	\$ 28,879	\$ 19,379
Furniture	44,855	44,855
Equipment	<u>430,592</u>	<u>426,557</u>
Total cost	504,326	490,791
Less accumulated depreciation	<u>(368,942)</u>	<u>(301,430)</u>
Property and equipment, net	<u>\$ 135,384</u>	<u>\$ 189,361</u>

4. Line of Credit

The Center has a \$100,000 available line of credit with a bank. Interest on borrowings is charged at prime plus 2%. The credit line expires September 30, 2020. There was no outstanding balance for the years ended June 30, 2016 and 2015.

5. Patient Service Revenue

A summary of patient service revenue by payer is as follows:

	<u>2016</u>	<u>2015</u>
Medicaid	\$ 452,515	\$ 546,550
Medicare	39,932	37,698
Third-party insurance	220,377	163,950
Patient pay	<u>125,654</u>	<u>117,303</u>
Total	<u>\$ 838,478</u>	<u>\$ 865,501</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs.

The Center believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

The Center recorded a favorable change in Medicaid revenue from retroactive rate adjustments amounting to \$11,509 in 2016 and \$91,813 in 2015.

The Center provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Center does not pursue collection of amounts determined to qualify as charity care, the revenue is recorded net of the free care allowance. The Center estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Center's charity care policy amounted to \$76,193 in 2016 and \$194,162 in 2015.

The Center 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 Center has adopted a 403(b) retirement plan covering substantially all employees. Contributions by the Center to the plan amounted to \$16,930 in 2016 and \$16,538 in 2015.

7. Functional Expenses

The Center provides general healthcare services to residents within its geographic location. Expenses related to providing these services were as follows:

	<u>2016</u>	<u>2015</u>
Program services	\$ 1,318,443	\$ 1,317,142
General and administrative	<u>254,169</u>	<u>249,772</u>
Total	<u>\$ 1,572,612</u>	<u>\$ 1,566,914</u>

8. Concentration of Risk

The Center grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At June 30, 2016, Medicaid represented 40% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

9. Malpractice Claims

The Center insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2016 which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Center intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. Donations In-Kind

TMH provides the Center with office and clinic space located in Conway, New Hampshire at no cost. In-kind contributions from TMH to the Center amounted to \$59,004 for the years ended June 30, 2016 and 2015.

TMH also provided monies for the Center to purchase physician services and to support the dental clinic in the amount of \$80,000 for the years ended June 30, 2016 and 2015.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through August 25, 2016, which is the date the financial statements were available to be issued.



**WHITE MOUNTAIN
COMMUNITY
HEALTH CENTER**

Whole Person. Whole Family. Whole Valley.

298 White Mt. Hwy • PO Box 2800 • Conway, NH 03818 • 603-447-8900

Board Roster August 2017

Name, Office	Profession, place of work	Town
Hastings, Carol President	Teacher Retired	Fryeburg, ME
McKinnon, Scott Vice president	Memorial Hospital President and CEO	Albany, NH
Zakon, Angela Treasurer	Senior Accountant Leone, McDonnell & Roberts	Center Conway, NH
Spinney, Janice Secretary	Pharmacy Manager Shaw's Osco Pharmacy	Intervale, NH
Carter, Amy	Librarian Cook Memorial Library	Tamworth, NH
Champagne, Peter	District Manager White Mountain Subways LLC	Madison, NH
Costello, Laura	Nursing Student Merriman House	Albany, NH
Gemmiti, Jamie	Photographer Conway Daily Sun	Conway, NH
Leonard, Leslie	Attorney Cooper Cargill Chant	Intervale, NH
Mackie, Christy	Marketing Director Conway Humane Society	Fryeburg, ME
Moore, Sara	Psychic Enlightened Horizons	Conway, NH

KENNETH PORTER JR

Professional Summary

Skilled senior Navy leader with 33 years of proven progressive leadership of high performing units at sea, shore, and in combat. Seeking position offering new growth opportunities and professional challenges.

Skills

- Proven leader
- Strategic thinker
- High attention to detail
- Clinic management
- Lean Six Sigma
- Calm under pressure
- Leader in Change
- Program evaluator
- Environmental Health and Safety
- Operations management
- Emergency Management
- Produces leaders
- Strong Computer skills
- Independent duty Corpsman

Work History

Command Master Chief, 2014 to Current

US Navy

- Senior Enlisted Leader for all Naval Reserve assets in the State of Rhode Island
- Training team leader Mid-Atlantic Region
- Senior Mentor for Navy Senior Enlisted Leaders in the United States
- Secretary of Defense Reserve Policy board

Command Master Chief Mid-Atlantic Region, 2011 to 2014

US Navy

- Senior Enlisted Leader for all Navy Reserve personnel attached to 13 states
- Senior Enlisted Leader for 100 Sailors responsible for administration of the region.

Command Master Chief Marine Forces Reserve (MFR), 2008 to 2011

US Navy

- Nationwide Senior Enlisted leadership of all Naval medical assets attached to MFR in every state consisting of thousands of Sailors and Marines
- Senior Enlisted for Medical and Dental support to the entire Marine Force Reserve (MFR)
- Pentagon level process improvement and policy boards
- Advisor to Commanding General
- Multiple law, policy, and manpower boards directly for Chief of Naval Operations and Commandant of the Marine Corps

Command Senior Chief, 2004 to 2008

US Navy

- Medical provider
- Manager of 6 Battalion Aid clinics and 200 plus Corpsman
- Team lead for Antarctic supply mission
- Combat deployment leading multi-national team

Independent Duty Corpsman/Senior Medical Department Representative, 2001 to 2004

USS Sides FFG14/ USS McClusky FFG41 – US Navy

- Medical provider for two Navy ships with 250 plus crew each
- Medical, Admin, Supply, and Navigational Department Manager of 14 Sailors
- Routine and trauma care
- Combat deployments worldwide
- Leader of 4 training teams
- Only Enlisted Department head responsible for all aspects of an operational medical department.

- Engineering Officer of the watch, Maintenance manager, Damage Control Leader

Regimental Command Chief, 1993 to 2001

US Navy

- Command Chief responsible for management of 160 plus Corpsman providing Medical, Dental, Safety and Occupational Health programs for 960 plus Marines and four clinics
- Operation Desert Storm
- Medical clinic Management
- Preventive, routine, and trauma/combat medical care

Combat Corpsman, 1983 to 1993

US Navy

- Combat Corpsman with various units in the United states.
- Squad level leadership of up to 20 people
- Management of medical supplies
- Training Petty Officer
- Navy Occupational Safety and Health (NAVOSH) program manager

Education

Leadership at the Flag Officer Level: 2011

National Defense University -

MBA: Strategic Leadership, 2010

Touro University International -

Command Master Chief/ Chief of the Boat: 2009

Navy War College -

Bachelor of Science: Health Care Administration, 2008

Touro University International -

Senior Enlisted Leadership: 2007

Navy Senior Enlisted Academy -

Accomplishments

- Active Top Secret (TS/SCI) clearance
- Summa Cum Laude Touro University International MBA
- Legion of Merit (Nations 6th highest award) for leadership at the National level
- Lean Six Sigma
- Various courses in leadership, medical, and process improvement
- Various other personal and campaign awards

Julie Everett Hill, R.N.

██████████
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████████████████████

Profile

I am a Registered Nurse with a current New Hampshire license, and the director of operations at a rural community health center. I enjoy the dynamic nature of community health nursing, and the opportunity it provides to view the family as a whole when planning and providing care. My interests include asthma education, mental health and nutrition.

Experience

White Mountain Community Health Center, Conway, NH

December 2014-Present: Director of Operations

Coordinate provision of all programs (Family Planning, STD/HIV, BCCSP, Prenatal, Pediatrics, Primary Care, and Teen Clinic). Supervise all clinical, medical records, and front office staff. Coordinate and ensure adequate staffing schedules for clinical staff. Assist in budget preparation as needed. Represent the health center publically at forums and events. Responsible for the implementation of electronic health record and the ongoing customization of the program to ensure appropriate documentation of patient care, meet program reporting needs and facilitate efficient staff workflow across the agency.

2011 to 2014: Director of Clinical Services

Coordinate provision of all programs (Family Planning, STD/HIV, BCCSP, Prenatal, Pediatrics, Primary Care, and Teen Clinic). Supervise all clinical staff. Coordinate and ensure adequate staffing schedules for clinical staff. Perform annual clinical staff evaluations. Assist in budget preparation as needed. Assist Medical Director when seeing patients.

2009-2011: Registered Nurse

Primary care and family planning focus, with patient population newborn through geriatric. Strong focus on patient education, including asthma education and diabetic teaching. Other roles include triage and prioritization of care and coordination of patient care with resources both within and outside of the clinic.

Memorial Hospital, North Conway, NH

June 2007-June 2010: Registered Nurse

Medical Surgical nursing care of a broad range of patients from pediatric to geriatric. Roles included assessment of care of acutely ill patients with medical, surgical and/or orthopedic diagnoses. Patient education, care planning, complete patient assessment and accurate documentation in EMR were integral parts of this position.

May 2006-June 2007: Licensed Practical Nurse

Medical Surgical and some post-partum and newborn nursing care under the supervision of a Registered Nurse.

February 2001-May 2006: LNA/Unit Secretary

Unit Secretary/LNA in fast-paced medical surgical unit. Duties included transcribing doctor's orders, managing patient records, answering and directing phone calls, assisting nurses with order entry and facilitating communication between departments.

Education

Saint Anselm College; Advanced Nursing Leadership Program: 2013

NHCTC, Berlin, NH: Associates Degree in Science, Nursing; May 17, 2007, Phi Theta Kappa Honor Society

Southern Maine Technical College, Portland, ME: Nursing Assistant Certificate 1994

University of Southern Maine: 1992-1993

Certifications and relevant continuing education include:

- North Country Health Consortium Public Health Training Center: Community Health Assessment and Improvement Modules 1-4, 2013
- Yellow Belt- LEAN Systems Training for Quality Improvement: September 2013
- Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) consultant training certificate; June 2013
- Current BLS
- Asthma Educators Institute 2010
- Diabetes Nurse Champion, September 2008
- WIC Breastfeeding Peer Counselor Certification, November 2000

Personal/Community

Mount Washington Valley Toastmasters #3596556: President, Charter member

Swift River CrossFit: CFL1 Trainer

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

PO Box 2800

Conway, NH 03818-4204

603-447-8900

CONTRACTOR NAME:

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Porter, Kenneth R. (JR)	Exec Dir	\$80,000	0.0%	0.00
Hill, JulieAnn E.	Director of Operations	\$50,359	10.0%	\$5,035.90

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-02)

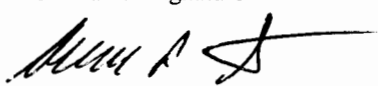


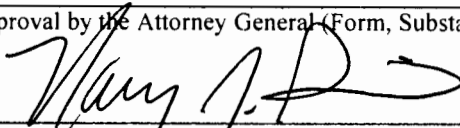
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Hospital		1.4 Contractor Address 250 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228-7200	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$259,098
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert P. Stegmeyer, President / CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>10/23/17</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 1.2.			
Signature of Notary Public or Justice of the Peace 			
1.3 Name and Title of Notary or Justice of the Peace Kathleen G. Lamontagne			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS	
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) (if applicable) By:  On: <u>10/31/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials MM
Date 10/23/17

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

**IEC/BCC – Information, Education, Communication/Behavior Change
Communication**

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

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Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand one hundred eighty (1,180) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

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Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

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Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

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Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHScontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 BUDGET

Family Planning Funds

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$	\$	\$	\$	\$	\$	\$
2. Employee Benefits	\$	\$	\$	\$	\$	\$	\$
3. Consultants	\$	\$	\$	\$	\$	\$	\$
4. Equipment	\$	\$	\$	\$	\$	\$	\$
Rental	\$	\$	\$	\$	\$	\$	\$
Repair and Maintenance	\$	\$	\$	\$	\$	\$	\$
Purchase/Depreciation	\$	\$	\$	\$	\$	\$	\$
5. Supplies:	\$	\$	\$	\$	\$	\$	\$
Educational	\$	\$	\$	\$	\$	\$	\$
Lab	\$	\$	\$	\$	\$	\$	\$
Pharmacy	\$	\$	\$	\$	\$	\$	\$
Medical	\$	\$	\$	\$	\$	\$	\$
Office	\$	\$	\$	\$	\$	\$	\$
6. Travel	\$	\$	\$	\$	\$	\$	\$
7. Occupancy	\$	\$	\$	\$	\$	\$	\$
8. Current Expenses	\$	\$	\$	\$	\$	\$	\$
Telephone	\$	\$	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$	\$	\$
Subscriptions	\$	\$	\$	\$	\$	\$	\$
Audit and Legal	\$	\$	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$	\$	\$
Board Expenses	\$	\$	\$	\$	\$	\$	\$
9. Software	\$	\$	\$	\$	\$	\$	\$
10. Marketing/Communications	\$	\$	\$	\$	\$	\$	\$
11. Staff Education and Training	\$	\$	\$	\$	\$	\$	\$
12. Subcontracts/Agreements	\$	\$	\$	\$	\$	\$	\$
13. Other (Specify above category)	\$	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$	\$
Indirect As A Percent of Direct	%	%	%	%	%	%	%

Initials: *ML*
Date: 10/23/17

Exhibit B-2 BUDGET TANF Funds

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: TANF

(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Total		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 64,796.00	\$ -	\$ 64,796.00	\$ -	\$ 64,796.00	\$ -	\$ 31,764.00	\$ -	\$ 33,032.00
2. Employee Benefits	\$ 16,199.00	\$ -	\$ 16,199.00	\$ -	\$ 16,199.00	\$ -	\$ 16,199.00	\$ -	\$ -
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 (Specify Below)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 80,995.00	\$ -	\$ 80,995.00	\$ -	\$ 80,995.00	\$ -	\$ 47,963.00	\$ -	\$ 33,032.00

Indirect As A Percent of Direct %

Exhibit B-2 Budget

Initials: *ML*
Date: 10/23/17

Exhibit B-3 BUDGET

Family Planning Services

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 168,000.00	\$ -	\$ 168,000.00	\$ -	\$ 96,517.00	\$ -	\$ 96,517.00
Medical Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify Below if Applicable)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 168,000.00	\$ -	\$ 168,000.00	\$ -	\$ 96,517.00	\$ -	\$ 96,517.00

Indirect As A Percent of Direct: %

Exhibit B-3 Budget

Initials: *MS*
Budget: 10/23/17

Exhibit B-4 BUDGET TANF Funds

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

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: TANF

(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 66,740.00	\$ -	\$ 33,708.00	\$ -	\$ 33,032.00	\$ -	\$ 33,032.00
2. Employee Benefits	\$ 16,685.00	\$ -	\$ 16,685.00	\$ -	\$ -	\$ -	\$ -
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 (Specify in Attachment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 83,425.00	\$ -	\$ 50,393.00	\$ -	\$ 33,032.00	\$ -	\$ 33,032.00

Indirect: As A Percent of Direct %

Exhibit B-4 Budget

Initials: *MD*
Date: 10/23/17



SPECIAL PROVISIONS

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

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

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current 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. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:

- 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
- 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be 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.
- 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

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Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials AAE
Date 10/23/17



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

Contractor Name:

10/23/17
Date


Name: Robert P. Steigmeier
Title: President and CEO

Contractor Initials MS
Date 10/23/17



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

10/23/17
Date

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Name: Robert P. Steigmeier
Title: President and CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

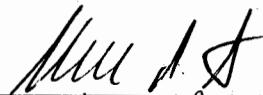
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Date 10/23/17


Name: Robert P. Steingraber
Title: President and CEO

Contractor Initials RS
Date 10/23/17



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

10/23/17
Date

MM
Name: Robert J. Steigmeier
Title: President and CEO

Exhibit G

Contractor Initials

MM

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

Date

10/23/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/23/17
Date

RA S
Name: *Robert A. Steigmeier*
Title: *President and CEO*

Contractor Initials *RA S*
Date 10/23/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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

MAS

10/23/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

AMS

10/23/17



Exhibit I

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

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

MJS

10/23/17



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

[Handwritten Signature]

Signature of Authorized Representative

LISA MORRIS

Name of Authorized Representative

DIRECTOR, DPHS

Title of Authorized Representative

10/30/17

Date

Concord Hospital

Name of the Contractor

[Handwritten Signature]

Signature of Authorized Representative

Robert P. Steigmeyer

Name of Authorized Representative

President and CEO

Title of Authorized Representative

10/23/17

Date

[Handwritten Initials]

10/23/17



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

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

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

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

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

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

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

Contractor Name:

Date

10/23/17

Name:
Title:

Robert A. Steingraber
President and CEO

Contractor Initials

Date

RS
10/23/17



FORM A

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

1. The DUNS number for your entity is: 07-3977399
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

New Hampshire Department of Health and Human Services
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

MM

10/23/17

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 black ink, 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 23rd day of October, 2017.

(Corporate seal)

William Chapman
 Secretary

State of: NH

County of: Merrimack

On this, the 23rd day of October, 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 purposes therein contained.

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



Kathleen G. 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).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com 319078-CHS-gener-17-18	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<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 :
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** NYC-007229110-35 **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 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	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				PER STATUTE	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)
GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985.

CERTIFICATE HOLDER NH DEPARTMENT OF HEALTH & 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 of Marsh USA Inc. Susan Molloy <i>Susan Molloy</i>
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CAPIREG-01

DMCDONALD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2017

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).

PRODUCER License # 1780862 HUB International New England 100 Central Street Suite 201 Holliston, MA 01746	CONTACT NAME: Dan McDonald PHONE (A/C, No, Ext): (508) 808-7293 FAX (A/C, No): (866) 235-7129 E-MAIL ADDRESS: dan.mcdonald@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Safety National Casualty Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Capital Region Healthcare Corporation Concord Hospital 250 Pleasant Street Concord, NH 03301	

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <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 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP4057691	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E. L. EACH ACCIDENT \$ 1,000,000 E. L. DISEASE - EA EMPLOYEE \$ 1,000,000 E. L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Workers Compensation coverage

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

John Zawilinski



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.

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PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.Centrequest@Marsh.com 319078-CHS-PL-17-18	CONTACT NAME: _____ 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 :														

COVERAGES **CERTIFICATE NUMBER:** NYC-007732094-25 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					<input checked="" 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	Each Medical Incident \$1,000,000 Aggregate \$3,000,000

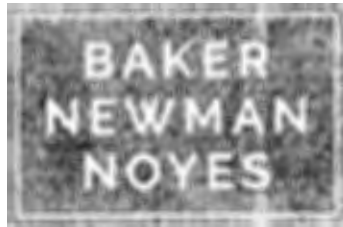
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. 250 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 of Marsh USA Inc. Susan McIlroy <i>Susan McIlroy</i>
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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*

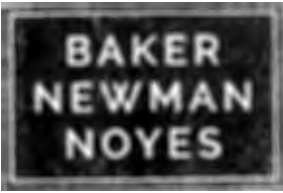
CONCORD HOSPITAL, INC. AND SUBSIDIARIES

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>

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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	<u>(276)</u>
	<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

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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.

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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

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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.

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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
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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

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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

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9. Patient Service and Other Revenue (Continued)

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 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

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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

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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

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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

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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

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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

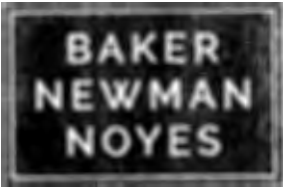
September 30, 2016 and 2015

(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 Consol- idated
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures Corporation	Concord Hospital/ Dartmouth Hitchcock- Concord	Elimi- nations	Consol- idated	
Current assets:							
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	84,458	3,365	96	444	(3,311)	85,052	78,247
Assets whose use is limited or restricted:							
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	312,132	-	-	-	-	312,132	297,513
Other noncurrent assets:							
Due from affiliates, net of current portion	16,193	-	764	-	(15,342)	1,615	2,001
Other assets	9,590	-	2,258	-	-	11,848	13,808
Total other noncurrent assets	25,783	-	3,022	-	(15,342)	13,463	15,809
Property and equipment:							
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	142,904	13,635	1	-	-	156,540	148,705
	\$ 565,277	\$ 17,000	\$ 3,119	\$ 444	\$ (18,653)	\$ 567,187	\$ 540,274

LIABILITIES AND NET ASSETS (DEFICIT)
(In thousands)

	2016						2015
	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
Current liabilities:							
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	87,215	55	4	459	(3,311)	84,422	81,856
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	271,872	15,397	4	459	(18,653)	269,079	257,589
Net assets (deficit):							
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)	293,405	1,603	3,115	(15)	-	298,108	282,685
	\$ 565,277	\$ 17,000	\$ 3,119	\$ 444	\$ (18,653)	\$ 567,187	\$ 540,274

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

**CONCORD HOSPITAL
BOARD OF TRUSTEES
2017**

<u>Name</u>	<u>Mailing Address</u>	<u>Business Address/Phone/Fax/E-mail</u>
David Ruedig Chair	UBS Financial Services 10 Park Street Concord, NH 03301	
Sol Asmar Vice Chair	Concord, NH 03301	
William Chapman, Esq. Secretary	Concord, NH 03302-3550	
Robert Steigmeyer President and CEO (ex-officio)	Concord Hospital 250 Pleasant Street Concord, NH 03301	
Scott W. Sloane Treasurer (Not a Board Member)	Chief Financial Officer Capital Region Health Care Concord Hospital 250 Pleasant Street Concord, NH 03301	
Valerie Acres, Esq.	Concord, NH 03301	
Philip Boulter, MD	Waterville Valley, NH 03215	
Frederick Briccetti, MD	NH Oncology Hematology 250 Pleasant Street Concord, NH 03301	
Michelle Chicoine	Concord, NH 03301	
Peter Cook	Concord, NH 03301	
Philip Emma	Concord, NH 03301	
Peter Noordsij, MD	New London, NH 03257	
Manisha Patel, DDS	Concord, NH 03301	
Muriel Schadee, CPA	Concord, NH 03301	
Robert Segal	Concord, NH 03301	
David Stevenson, MD	Concord, NH 03301	

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

Concord, NH

Jeffrey Towle

Henniker, NH 03242

1/24/17 fcp

Beth L. Koester M.D.

PROFESSIONAL EXPERIENCE

Concord Hospital Family Health Center Medical Director	Concord, NH October 16, 2017
UMassMemorial Medical Center Chief of Service, Family Medicine Hospitalist Division	Worcester, MA 2013- October 2017
Penobscot Bay Medical Center Chair, Hospitalist Department	Rockport, ME 2011-2013
Penobscot Bay Medical Center President of the Medical Staff	Rockport, ME 2010-2012
Penobscot Bay Medical Center Chair, Department of Family Practice	Rockport, ME 2006-2010
Penobscot Bay Medical Center Hospitalist	Rockport, ME 2010-2013
Beth L. Koester MD Private, solo-practice physician	Camden, ME 2001-2010
St. Mary's Family Health Center Employed family physician	Poland, ME 1998-2001

EDUCATION

Carnegie Mellon University, Heinz College <i>Master of Medical Management (MMM)</i>	Pittsburgh, PA May 2014
University of Massachusetts Medical School <i>Doctor of Medicine (MD)</i>	Worcester, MA June 1995
Massachusetts Institute of Technology <i>Master of Science (SM), Electrical Engineering and Computer Science</i>	Cambridge, MA June 1984
University of Lowell <i>Bachelor of Science Summa cum Laude (BS), Electrical Engineering</i>	Lowell, MA May 1981

POST DOCTORAL TRAINING

Marquette General Hospital, College of Human Medicine, Michigan State University Family Practice Resident	Marquette, MI 1995-1998
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BOARD CERTIFICATION

American Board of Family Medicine	Initial certification 1998; re-certified 2004, 2014
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RESUME: PATRICIA C. FINN, RN

EXPERIENCE

Concord Hospital, Concord, NH

Clinical Manager – Family Health Center, August 2006 – present

- Accountable for clinical, quality and fiscal management in collaboration with the Family Health Center (FHC) management team and the Administrative Director. Participates in development of operating and program budgets and ensures that areas of responsibility remain within approved levels
- In collaboration with the Medical Director and nursing leadership, develops systems, procedures and metrics consistent with organizational mission and goals
- Assures compliance with all requirements of State of New Hampshire Board of Pharmacy license as a Limited Retail Drug Distributor-Public Health Clinic
- Lead and develop staff in their professional and personal development, including clinical and organizational competency

Concord Hospital, Concord, NH

Clinical Leader – 5 South, Pulmonary Care Unit, August 2004 – August 2006

Concord Hospital, Concord, NH

Registered Nurse/Resource Person – Progressive Care Unit, January 2003 –August 2004

Southern New Hampshire Medical Center, Nashua, NH

Registered Nurse/Clinical Leader, April 1997 – December 2002

New England College, Henniker, NH

Registered Nurse, September 1995 – March 1997

Wediko Children's Services, Windsor, NH

Registered Nurse, June 1993 - September 1995

Work experience prior to nursing, June 1983-June 1993

Office administration, personnel management, marketing

EDUCATION

Bates College, Lewiston, ME

B.A. in English, 1983

New Hampshire Technical Institute, Concord, NH

A.S. in Nursing, 1993

New England College, Henniker, NH

M.S. in Management, 2006

Area of Concentration: Healthcare Administration

Suzanne Williams

EMPLOYMENT EXPERIENCE

Concord Hospital Family Health Center, Concord, NH 03301

Practice Manager

April 2008 – Current

- *Directs non-clinical office operations*
- *Business staff performance management*
- *Registration, charge entry and medical records management*
- *Supports and monitors department quality goals and initiatives*
- *Responsible for customer relations*
- *Ensures compliance with State, Local and Federal regulatory requirements*
- *Acts as a conduit for department and organizational communication*

CIGNA HealthCare of New Hampshire, Hooksett, NH 03106

Employer Services Operations Manager

January 2001 – April 2008

Member Services Manager

August 1998 – December 2000

Member Services Supervisor

May 1996 – August 1998

Member Services Team Leader

September 1995 – May 1996

Member Services Representative

February 1991 – September 1995

Welcome Plan Representative

September 1988 – February 1991

EDUCATION

Franklin Pierce College, Concord, NH 03301

1998-2000 Business Management

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Beth Koester, MD	Medical Director	\$186,514	0%	0
Patricia Finn, RN	Clinical Manger	\$104,077	0%	0
Suzanne Williams	Practice Manager	\$92,281	0%	0

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-03)

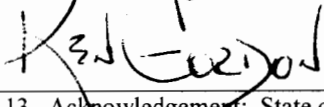
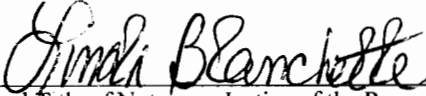
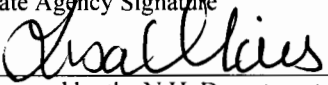
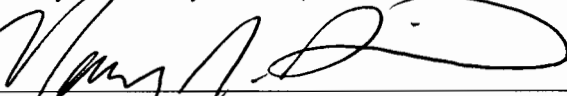
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Coos County Family Health		1.4 Contractor Address 54 Willow Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-3669	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$157,270
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory E. Maria Reinemann, Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> On <u>10/27/17</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] 		LINDA BLANCHETTE, Notary Public My Commission Expires September 18, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Linda Blanchette, Executive Assistant			
1.14 State Agency Signature  Date: <u>10/27/17</u>		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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) (if applicable) By:  On: <u>10/30/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials Ka
Date 10/17/17

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

**IEC/BCC – Information, Education, Communication/Behavior Change
Communication**

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.



Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eight hundred (800) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

Kg
10/12/17



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

Kg
6/2/17



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
- 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
- 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

Kg
Date 10/12/17



Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

Kg
10/12/17



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHScontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 - Budget Family Planning Funds

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

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

Budget Request for: *Family Planning*

Budget Period: July 1, 2017 to June 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 74,590.00	\$ -	\$ 24,382.00	\$ -	\$ 24,382.00	\$ -	\$ 50,208.00
2. Employee Benefits	\$ 23,868.00	\$ -	\$ 7,802.00	\$ -	\$ 7,802.00	\$ -	\$ 16,066.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ 375.00
Purchases/Depreciation	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ 375.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ 1,600.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 27,000.00	\$ -	\$ 27,000.00	\$ -	\$ 27,000.00	\$ -	\$ 27,000.00
Office	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ 1,400.00
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
Postage	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00
Subscriptions	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ 1,250.00
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Insurance	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
10. Marketing/Communications	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 147,958.00	\$ -	\$ 81,684.00	\$ -	\$ 81,684.00	\$ -	\$ 66,274.00

Indirect As A Percent of Direct

Exhibit B-1 Budget

Initials: *Kg*
Date: *6/27/17*

Exhibit B-2 - Budget TANF Funds

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

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

Budget Request for:

TANF

Budget Period: July 1, 2017 to June 30, 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 14,190.00	\$ -	\$ 4,825.00	\$ -	\$ 9,365.00	\$ -	\$ 9,365.00
2. Employee Benefits	\$ 4,540.00	\$ -	\$ 1,544.00	\$ -	\$ 2,996.00	\$ -	\$ 2,996.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 18,730.00	\$ -	\$ 6,369.00	\$ -	\$ 12,361.00	\$ -	\$ 12,361.00

Indirect As A Percent of Direct

Exhibit B-2 Budget

Initials: Kg
Date: 10/12/17

Exhibit B-3 - Budget Family Planning Funds

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

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

Budget Request for: *Family Planning*

Budget Period: July 1, 2018 to June 30, 2019

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 75,008.00	\$ -	\$ 24,800.00	\$ -	\$ 50,208.00	\$ -	\$ 50,208.00
2. Employees Benefits	\$ 24,002.00	\$ -	\$ 7,936.00	\$ -	\$ 16,066.00	\$ -	\$ 16,066.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00
Repair and Maintenance	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 27,000.00	\$ -	\$ 27,000.00	\$ -	\$ -	\$ -	\$ 27,000.00
Office	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,400.00
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
7. Occupancy	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00
Postage	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00
Subscriptions	\$ 1,250.00	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
Insurance	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
10. Marketing/Communications	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 148,510.00	\$ -	\$ 82,236.00	\$ -	\$ 66,274.00	\$ -	\$ 66,274.00

Indirect As A Percent of Direct

Initials: *Kg*
Date: *10-12-17*

Exhibit B-4 - Budget TANF Funds

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

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

Budget Request for:

TANF

Budget Period: July 1, 2018 to June 30, 2019

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 14,470.00	\$ -	\$ 5,105.00	\$ -	\$ 9,365.00	\$ -	\$ 9,365.00
2. Employee Benefits	\$ 4,630.00	\$ -	\$ 1,634.00	\$ -	\$ 2,996.00	\$ -	\$ 2,996.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 19,100.00	\$ -	\$ 6,739.00	\$ -	\$ 12,361.00	\$ -	\$ 12,361.00

Indirect As A Percent of Direct

Exhibit B-4 Budget

Initials: *JG*
Date: *12/12/17*



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

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Date 10/12/17



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be 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.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

10/12/17
Date

K.S. Good
Name
Title: CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

10/12/17
Date

Kel Good
Name
Title: CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

10/12/17
Date

Kristin G. [Signature]
Name: [Signature]
Title: [Signature]

Contractor Initials KG
Date 10/12/17



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

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

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

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

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

Exhibit G

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

Contractor Initials

Kg

10/12/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

10/12/17
Date

Contractor Name:

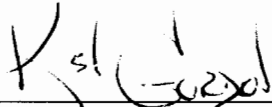

Name:) (150)
Title:) (150)

Exhibit G

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

Contractor Initials

10/12/17

Date

Kg



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

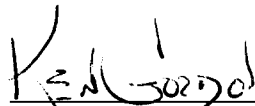
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Contractor Name:

10/12/17
Date


Name: Kendall Sorogol
Title: CEO


Contractor Initials 
Date 10/12/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

10/27/17
Date

Cross Country Family Health
Name of the Contractor

Ken Good
Signature of Authorized Representative

Ken Good
Name of Authorized Representative

Chief Executive Officer
Title of Authorized Representative

10/12/17
Date

Contractor Initials KG
Date 10/12/17



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

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

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

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

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

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

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

Contractor Name:

10/12/17
Date

Karl Good
Name:
Title: CEO

Contractor Initials KG
Date 10/12/17



FORM A

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

1. The DUNS number for your entity is: 167385509

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
- 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

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



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

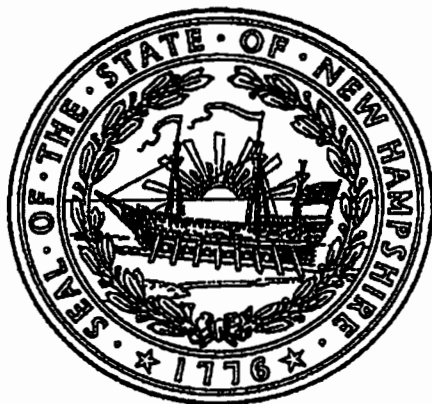
Contractor Initials Kg
Date 12/12/17

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 cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Joan Merrill - Board President, 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 County 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 7/20/17:
(Date)

RESOLVED: That the CEO
(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 12th day of October, 2017.
(Date Contract Signed)

4. Ken Gordon is the duly elected CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Joan Merrill
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 12th day of October, 2017.

By Joan 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).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT Vivian Vaudreuil NAME: PHONE (A/C, No. Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: vvaudreuil@crossagency.com	
INSURED Coos County Family Health Services 133 Pleasant Street Berlin NH 03570-2006		INSURER(S) AFFORDING COVERAGE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			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 - COMP/OP 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	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	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)

CERTIFICATE HOLDER

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
Michael Guarino / BN5 *Michael Guarino*

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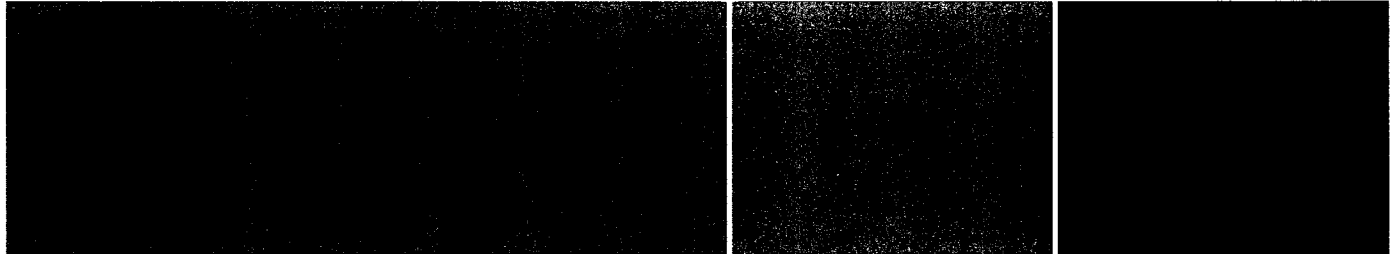
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Ph: 1-603-466-2741
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MISSION OF COÖS COUNTY FAMILY HEALTH SERVICES

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 Statement)
Board Approved 1/19/17



FINANCIAL STATEMENTS

June 30, 2017 and 2016

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, 2017 and 2016, 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 Coos County Family Health Services, Inc. as of June 30, 2017 and 2016, 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

Portland, Maine
September 22, 2017

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Balance Sheets

June 30, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current assets		
Cash and cash equivalents	\$ 2,367,938	\$ 1,777,082
Patient accounts receivable, net	1,542,290	1,308,326
Grants receivable	226,011	671,106
Due from third party payers	55,000	45,250
Other current assets	<u>87,916</u>	<u>76,676</u>
Total current assets	4,279,155	3,878,440
Assets limited as to use	658,415	640,358
Beneficial interest in funds held by others	19,352	18,908
Property and equipment, net	<u>2,365,430</u>	<u>2,340,309</u>
Total assets	<u>\$ 7,322,352</u>	<u>\$ 6,878,015</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 276,711	\$ 361,695
Accrued payroll and related expenses	828,757	673,277
Current maturities of long-term debt	<u>43,248</u>	<u>61,937</u>
Total current liabilities	1,148,716	1,096,909
Long-term debt, less current maturities	<u>258,229</u>	<u>593,486</u>
Total liabilities	<u>1,406,945</u>	<u>1,690,395</u>
Net assets		
Unrestricted	5,757,854	5,079,949
Temporarily restricted	132,113	84,681
Permanently restricted	<u>25,440</u>	<u>22,990</u>
Total net assets	<u>5,915,407</u>	<u>5,187,620</u>
Total liabilities and net assets	<u>\$ 7,322,352</u>	<u>\$ 6,878,015</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, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Operating revenue		
Patient service revenue	\$ 9,584,827	\$ 9,616,052
Provision for bad debts	<u>(312,981)</u>	<u>(214,250)</u>
Net patient service revenue	9,271,846	9,401,802
Grants, contracts, and contributions	3,384,250	2,812,978
Other operating revenue	162,991	79,567
Interest income	3,823	3,183
Net assets released from restriction for operations	<u>51,277</u>	<u>116,823</u>
Total operating revenue	<u>12,874,187</u>	<u>12,414,353</u>
Operating expenses		
Salaries and benefits	8,782,282	7,878,140
Other operating expenses	3,293,632	2,962,263
Depreciation and amortization	258,710	219,928
Interest expense	<u>13,635</u>	<u>24,621</u>
Total operating expenses	<u>12,348,259</u>	<u>11,084,952</u>
Excess of revenue over expenses	525,928	1,329,401
Grants received for capital acquisition	<u>151,977</u>	-
Increase in unrestricted net assets	<u>\$ 677,905</u>	<u>\$ 1,329,401</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, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
Excess of revenue over expenses	\$ 525,928	\$ 1,329,401
Grants received for capital acquisition	<u>151,977</u>	<u>-</u>
Increase in unrestricted net assets	<u>677,905</u>	<u>1,329,401</u>
Temporarily restricted net assets		
Grants, contracts, and contributions	98,709	101,089
Capital appreciation on endowment funds	-	954
Net assets released from restriction for operations	<u>(51,277)</u>	<u>(116,823)</u>
Increase (decrease) in temporarily restricted net assets	<u>47,432</u>	<u>(14,780)</u>
Permanently restricted net assets		
Contributions	2,006	-
Change in fair value of beneficial interest in funds held by others	<u>444</u>	<u>(1,307)</u>
Increase (decrease) in permanently restricted net assets	<u>2,450</u>	<u>(1,307)</u>
Change in net assets	727,787	1,313,314
Net assets, beginning of year	<u>5,187,620</u>	<u>3,874,306</u>
Net assets, end of year	<u>\$ 5,915,407</u>	<u>\$ 5,187,620</u>

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, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 727,787	\$ 1,313,314
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	312,981	214,250
Depreciation and amortization	258,710	219,928
Grants received for capital acquisition	(151,977)	-
Contributions for long term purposes	(2,006)	-
Change in fair value of beneficial interest in funds held by others	(444)	1,307
(Increase) decrease in the following assets		
Patient accounts receivable	(546,945)	(457,920)
Grants receivable	445,095	(372,891)
Due from third party payers	(9,750)	(250)
Other current assets	(41,240)	(4,704)
Assets limited as to use	(18,057)	8,335
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(84,984)	85,528
Accrued payroll and related expenses	<u>155,480</u>	<u>94,569</u>
Net cash provided by operating activities	<u>1,044,650</u>	<u>1,101,466</u>
Cash flows from investing activities		
Capital acquisitions	<u>(253,831)</u>	<u>(99,993)</u>
Net cash used by investing activities	<u>(253,831)</u>	<u>(99,993)</u>
Cash flows from financing activities		
Grants received for capital acquisition	151,977	-
Payments on long-term debt	(353,946)	(60,429)
Contributions for long term purposes	<u>2,006</u>	<u>-</u>
Net cash used by financing activities	<u>(199,963)</u>	<u>(60,429)</u>
Net increase in cash and cash equivalents	590,856	941,044
Cash and cash equivalents, beginning of year	<u>1,777,082</u>	<u>836,038</u>
Cash and cash equivalents, end of year	<u>\$ 2,367,938</u>	<u>\$ 1,777,082</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 13,635	\$ 24,621

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

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

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, dental and disease prevention services to residents of Coos County, New Hampshire through direct services, referral and advocacy.

The Organization is a non-principal participant in the National Rural ACO 13 LLC (the ACO). The mission of the ACO is better health for populations, better care for individuals, and lower growth in health care expenditures. As a participant in the ACO, the Organization intends to work with the ACO, and other ACO participants and providers, to manage and coordinate care for Medicare fee-for-service beneficiaries, and to be accountable for the quality, cost and overall care of its patients. Pursuant to its operating agreement, the ACO will distribute shared savings it receives from Medicare in a predetermined ratio to the Organization, as applicable.

Acquisition of Ronald D. Montminy, D.D.S., P.C.

On October 31, 2016, the Organization acquired a local dental practice for \$85,000 to expand the scope of the Organization's services to include dental. The acquisition price included \$40,000 for furniture and equipment and \$45,000 for a non-compete for a one year period from the acquisition date.

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.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

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.

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	\$ 182,000	\$ 170,000
Provision	312,981	214,250
Write-offs	<u>(213,981)</u>	<u>(202,250)</u>
Balance, end of year	<u>\$ 281,000</u>	<u>\$ 182,000</u>

The increase in the allowance for uncollectible accounts is the result of an increase in patient balances included in accounts receivable, primarily as a result of the acquisition of the dental practice and credentialing delays, and an increase in 340B receivables over 365 days old..

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.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

Beneficial Interest in Funds 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.

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.

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 restriction."

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

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.

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 are not material to the financial statements. Management estimates the fair value of donated services received but not recognized as revenues was \$121,692 and \$107,136 for the years ended June 30, 2017 and 2016, respectively. The Response Program also receives donated supplies to be used for program activities. The fair value of supplies recognized as revenues was \$3,447 and \$4,565 for the years ended June 30, 2017 and 2016, 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.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2017</u>	<u>2016</u>
Program services	\$10,811,394	\$ 9,679,116
Administrative and general	<u>1,536,865</u>	<u>1,405,836</u>
Total	<u>\$12,348,259</u>	<u>\$11,084,952</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 September 22, 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.

2. **Patient Accounts Receivable**

Patient accounts receivable consisted of the following as of June 30:

	<u>2017</u>	<u>2016</u>
Medical and dental patient accounts receivable	\$ 1,012,113	\$ 837,339
Contract 340B pharmacy receivable	<u>811,177</u>	<u>652,987</u>
Total patient accounts receivable	1,823,290	1,490,326
Allowance for doubtful accounts	<u>(281,000)</u>	<u>(182,000)</u>
Patient accounts receivable, net	<u>\$ 1,542,290</u>	<u>\$ 1,308,326</u>

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

3. Assets Limited as to Use and Beneficial Interest in Funds Held By Others

Assets limited as to use and beneficial interest in funds held by others consisted of the following as of June 30:

	<u>2017</u>	<u>2016</u>
Board designated: working capital	\$ 513,931	\$ 512,239
United States Department of Agriculture Rural Development: loan agreements	6,283	39,356
Donor restricted:		
Temporarily restricted: specific purposes	132,113	84,681
Permanently restricted: endowment	<u>25,440</u>	<u>22,990</u>
 Total	 <u>\$ 677,767</u>	 <u>\$ 659,266</u>

Assets limited as to use and beneficial interest in funds held by others are reported in the accompanying balance sheets as follows:

	<u>2017</u>	<u>2016</u>
Assets limited as to use	\$ 658,415	\$ 640,358
Beneficial interest in funds held by others	<u>19,352</u>	<u>18,908</u>
 Total	 <u>\$ 677,767</u>	 <u>\$ 659,266</u>

Assets limited as to use are comprised of cash and cash equivalents.

4. Property and Equipment

Property and equipment consists of the following:

	<u>2017</u>	<u>2016</u>
Land and improvements	\$ 153,257	\$ 153,257
Building and improvements	3,233,370	3,209,070
Furniture, fixtures, and equipment	<u>1,999,035</u>	<u>1,796,689</u>
 Total cost	 5,385,662	 5,159,016
Less accumulated depreciation	<u>3,020,232</u>	<u>2,818,707</u>
 Property and equipment, net	 <u>\$ 2,365,430</u>	 <u>\$ 2,340,309</u>

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

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 (OFAM), Health Resources and Services Administration (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.

5. Line of Credit

The Organization has a \$500,000 line of credit with a local bank, which automatically renews on an annually in June. The line of credit is collateralized by the Organization's business assets with interest at the prime rate plus 1.50% (5.50% at June 30, 2017). 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, 2017 and 2016. Androscoggin Valley Hospital is guarantor for the line.

6. Long-Term Debt

Long-term debt consists of the following:

	<u>2017</u>	<u>2016</u>
Note payable, U.S. Department of Agriculture, Rural Development (Rural Development), payable in monthly installments of \$1,285, including interest at 3.375%, due May 2042, collateralized by real estate. The note was paid in full in August 2017.	\$ 258,958	\$ 265,378
Note payable, Rural Development, payable in monthly installments of \$2,741, including interest at 4.5%, due November 2028, collateralized by all business assets. The note was paid in full in July 2016.	-	311,430
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. The note was paid in full in August 2017.	<u>42,519</u>	<u>78,615</u>
Total long-term debt	<u>301,477</u>	655,423
Less current maturities	<u>43,248</u>	<u>61,937</u>
Long-term debt, less current maturities	<u>\$ 258,229</u>	<u>\$ 593,486</u>

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

Maturities of long-term debt for the next five years follows:

2018	\$	43,248
2019		13,081
2020		7,262
2021		7,511
2022		7,769

7. **Patient Service Revenue**

Patient service revenue follows:

	<u>2017</u>	<u>2016</u>
Medicare	\$ 2,716,753	\$ 2,602,665
Medicaid	1,490,090	1,414,161
Third party payers and private pay	<u>2,926,115</u>	<u>3,168,459</u>
Medical revenue	7,132,958	7,185,285
Dental revenue	250,638	-
340B pharmacy revenue	<u>2,201,231</u>	<u>2,430,767</u>
Total patient service revenue	<u>\$ 9,584,827</u>	<u>\$ 9,616,052</u>

The Organization has agreements with the Centers for Medicare and Medicaid Services. 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

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 June 30, 2015.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

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 \$205,534 and \$166,384 for the years ended June 30, 2017 and 2016, 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 401(k) that cover substantially all employees. The Organization contributed \$182,073 and \$154,913 for the years ended June 30, 2017 and 2016, respectively.

9. 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, 2017, 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.

10. 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.

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Notes to Financial Statements

June 30, 2017 and 2016

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 medical and dental patient accounts receivable, by funding source at June 30, 2017 and 2016.

	<u>2017</u>	<u>2016</u>
Medicare	14 %	13 %
Medicaid	29 %	32 %
Blue Cross	16 %	13 %
Harvard Pilgrim	12 %	13 %
Other	<u>29 %</u>	<u>29 %</u>
	<u>100 %</u>	<u>100 %</u>

The Organization also has 97% and 94% of the contract 340B pharmacy receivable due from Walmart Stores, Inc. at June 30, 2017 and 2016, respectively.

11. Lease Commitments

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2018	\$ 74,448
2019	39,782
2020	<u>3,608</u>
Total	<u>\$ 117,838</u>

Rent expense amounted to \$89,436 and \$85,182 for the years ended June 30, 2017 and 2016, respectively.

12. 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, 2017 and 2016 was \$2,756,237 and \$2,527,456, respectively.

COOS COUNTY FAMILY HEALTH SERVICES, INC.
54 WILLOW STREET – BERLIN, NH 03570
752-3669
BOARD OF DIRECTORS

Joan Merrill, 2019 (3rd)
****PRESIDENT****
Retired English Teacher
Chair, Executive Committee

H. Guyford Stever, Jr., 2019 (3rd)
****VICE-PRESIDENT****
Retired English Teacher
Chair, Personnel Committee

Dawn Cross, 2019 (1st)
****TREASURER****
Bank Manager

Pauline Tibbetts
****SECRETARY****
Client Service Coordinator, AV Home Care

Robert Pelchat, 2017 (5th)
****IMMEDIATE PAST PRESIDENT****
Retired Electronics Engineer

Aline Boucher, 2017 (3rd)
Retired City Comptroller/Tax Collector
Chair, Finance/Development Committee

Marge McClellan, 2017 (5th)
Retired Executive Director – AV Home Care

Andrea Brochu, 2019 (2nd)
Division Director, Tri-County CAP

Roland Olivier, 2017 (1st)
Attorney
Chair, CCO Subcommittee

David Morin, 2017 (1st)
Retired Berlin Merchant – Morin Shoe Store
Chair, Governance Committee

Robert Thompson, 2018 (1st)
Project Manager - Berlin Public Schools
Chair, Facilities Committee

Timothy Beaulac, 2019 (1st)
Retired Pharmacist
Chair, Corporate Compliance Committee

Claudette Morneau
Retired RN
Chair, Quality Improvement Committee

Patti Stolte
Executive Director, Family Resource Center

Kenneth E. Gordon

WORK EXPERIENCE

CHIEF EXECUTIVE OFFICER: Coos County Family Health Services, Berlin, New Hampshire (2/15 – present)

- Provided administrative and strategic leadership to a Federally Qualified Health Center serving approximately 12,000 patients.
- Work closely with the organization's Board of Directors to establish policy and to monitor performance in the realms of finance, clinical quality, consumer and staff satisfaction.

ADMINISTRATOR: North Country Health Consortium, Littleton, New Hampshire (8/13 – present)

- Provide administrative leadership of the North Country Accountable Care Organization, a newly formed 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.

Kenneth E. Gordon

Resume/Pg. 2

- Psychosocial assessment & case planning.
- Care Management (Medicaid reimbursable).
- Individual and family counseling.
- Placement and supervision of children in foster care.
- Preparation of court reports.

ADOPTION SOCIAL WORKER: Vermont Department of Social & Rehabilitation Services, St. Johnsbury & Newport, Vermont (4/90 -9/94)

- Recruitment, training and assessment of adoptive applicants.
- Placement and supervision of abused and neglected children with adoptive families.
- Counseling with birth parents considering the voluntary relinquishment of a child.
- Consultation with casework staff regarding adoption issues.
- Preparation of adoption homes studies and probate court reports.

FOSTER CARE COORDINATOR: Vermont Department of Social & Rehabilitation Services, St. Johnsbury, Vermont (12/86 - 4/90)

- Managed a foster care program serving approximately fifty children.
- Fiscal administration, program planning and evaluation.
- Curriculum development and in-service training.

ASSISTANT DIRECTOR: Upward Bound Project, Lyndon State College (9/85 - 12/86)

- Co-directed a college preparatory program for disadvantaged youth.
- Formulated program goals and evaluated outcomes.
- Co-authored a successful federal grant proposal totaling more than \$400.00.
- Training, supervision and evaluation of staff.
- Academic and career counseling.

EDUCATION

MASTERS OF SOCIAL WORK (M.S.W.) May 1996. University of Vermont

- 1st year field internship: Reach Up Program, Vermont Department of Social Welfare
- 2nd year clinical internship: Fletcher Allen Health Care, Inpatient Psychiatric Unit

BACHELOR OF SCIENCE (B.S.) Behavioral Science and Special Education. May, 1984.
Lyndon State College, Lyndonville, Vermont

REFERENCES

Available upon request

Patricia A. Couture

Work History

1983- Present Coos County Family Health Services, Berlin, NH.

1991- Present: Chief Operating Officer/RN: Responsible for the day-to-day administration and overall activities of the clinical services in conjunction with the Medical Director and Chief Executive Officer. Major administrative responsibilities include: implement and monitor quality improvement programs; hire, train, supervise and evaluate employees; assist Chief Executive Officer with grant proposals; assist Medical Director with clinical policies and guidelines; perform medical record audits; implement all clinical schedules, and be familiar with all outpatient nursing functions. Responsible for the overall direction, coordination and evaluation of Nursing, Medical Records, Pharmacy, Medical Support, Laboratory and Maintenance Services.

2011- Present: Corporate Compliance Officer: Responsible for the operation and management of the Compliance Program and reports to the CEO and Board of Directors.

1986-1991 Site Coordinator: Responsible for the coordination and evaluation of three programs: Family Planning/Women's Health, Sexually Transmitted Diseases, and HIV Counseling and Testing in three communities - Berlin, Lancaster and Colebrook. Administrative responsibilities included: trained, supervised and evaluated employees; assisted Executive Director with agency policies, procedure and protocols; and provided community education. Clinical responsibilities included: patient counseling, education, follow-up, documentation, laboratory services, referrals and nursing functions/procedures.

1983-1986 Clinical Nurse/Counselor: Responsible for outpatient clinical services and Family Planning/Women's Health counseling services.

1976-1983 St. Vincent de Paul Nursing Home, Berlin, NH.

LPN Charge Nurse: Nursing responsibilities included: responsible for 29 residents, supervised nurse's aides, prepared verbal/written reports, administration of medication, complete nursing care, transcribed physician orders, and documentation; nursing process, assessment, nursing diagnosis, care plan, outpatient goals, outcomes and nursing interventions.

1976-1977 Androscoggin Valley Hospital Berlin, NH

Private Duty Nurse: Complete nursing care.

Education:

Granite State College
Bachelor of Science in Healthcare Administration, 2007 December
Member of Alpha Sigma Lambda National Honor Society

New Hampshire Technical College, Berlin, NH
Associate Nursing Degree, 1989 (May)
Member of Phi Theta Kappa Honor Society

New Hampshire Vocational Technical College, Berlin, NH
Practical Nursing Diploma, 1976 (June)
Graduated with Honors

Berlin High School, Berlin, NH
Graduated 1975

License:

New Hampshire Board of Nursing, Concord, NH
Registered Nurse License, 1990 (July)
Practical Nurse License, 1976 (October)

Continued Education:

Nursing and Management Workshops, Seminars, National Conferences and Lectures.

References:

Available Upon Request

COMMUNITY ACTIVITIES

Current Assistant Treasurer of Business Enterprise Development Corporation (BEDCO)

Former member Androscoggin Valley Economic Recovery (AVER) technology taskforce

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Public Accountants

New Hampshire Society of Certified Public Accountants

Coos County Family Health Services

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ken Gordon	CEO	\$136,500	0	\$0
Patricia Couture	COO	\$114,800	2.17%	\$2,500
Melissa Frenette	CFO	\$109,000	0	\$0

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-04)

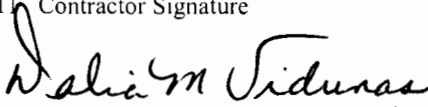
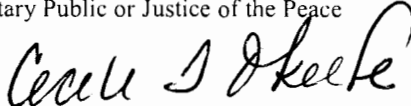
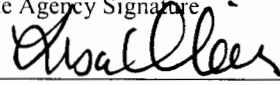
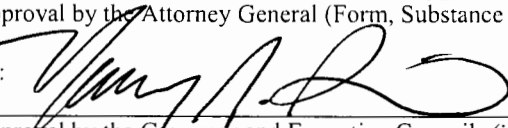
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Equality Health Center		1.4 Contractor Address 38 South Main Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-2739	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$179,800
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DALIA M. VIDUNAS EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>10/09/17</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 CECILE T. O'KEEFE, Notary Public My Commission Expires March 26, 2019			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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) (if applicable) By:  On: <u>10/30/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials DMW
Date 10/9/17

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

**IEC/BCC – Information, Education, Communication/Behavior Change
Communication**

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.



Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred (600) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.



Exhibit A

8.3. Federal Reporting Requirements:

- 8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

- 8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

- 10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHScontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 BUDGET
Family Planning Funds

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

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services

Budget Period July 1, 2017--June 30, 2018

Line Item	Total Program Cost			Contractor Share/Match			Funded by DHHS contract lines		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 52,620	\$	\$ 52,620	\$	\$	\$ -	\$ 52,620	\$	\$ 52,620
2. Employee Benefits	\$ 8,885	\$	\$ 8,885	\$	\$	\$ -	\$ 8,885	\$	\$ 8,885
3. Consultants	\$	\$	\$ -	\$	\$	\$ -	\$	\$	\$ -
4. Equipment:	\$	\$	\$ -	\$	\$	\$ -	\$	\$	\$ -
Rental		\$	\$ -		\$	\$ -		\$	\$ -
Repair and Maintenance	\$	\$	\$ -	\$	\$	\$ -	\$	\$	\$ -
Purchase/Depreciation	\$ 500	\$	\$ 500	\$	\$	\$ -	\$ 500	\$	\$ 500
5. Supplies:	\$	\$	\$ -	\$	\$	\$ -	\$	\$	\$ -
Educational	\$ 2,250	\$	\$ 2,250	\$	\$	\$ -	\$ 2,250	\$	\$ 2,250
Lab	\$	\$	\$ -	\$	\$	\$ -	\$	\$	\$ -
Pharmacy	\$ 562	\$	\$ 562	\$	\$	\$ -	\$ 562	\$	\$ 562
Medical	\$ 552	\$	\$ 552	\$	\$	\$ -	\$ 552	\$	\$ 552
Office	\$ 900	\$	\$ 900	\$ 900	\$	\$ 900	\$	\$	\$ -
6. Travel	\$ 480	\$	\$ 480	\$ 240	\$	\$ 240	\$ 240	\$	\$ 240
7. Occupancy	\$ 5,500	\$	\$ 5,500	\$ 5,500	\$	\$ 5,500	\$	\$	\$ -
8. Current Expenses	\$	\$	\$ -	\$	\$	\$ -	\$	\$	\$ -
Telephone	\$ 1,020	\$	\$ 1,020	\$ 1,020	\$	\$ 1,020	\$	\$	\$ -
Postage	\$ 360	\$	\$ 360	\$	\$	\$ -	\$ 360	\$	\$ 360
Subscriptions	\$ 447	\$	\$ 447	\$	\$	\$ -	\$ 447	\$	\$ 447
Audit and Legal	\$ 1,000	\$	\$ 1,000	\$ 1,000	\$	\$ 1,000	\$	\$	\$ -
Insurance	\$ 3,050	\$	\$ 3,050	\$	\$	\$ -	\$ 3,050	\$	\$ 3,050
Board Expenses	\$ 240	\$	\$ 240	\$ 240	\$	\$ 240	\$	\$	\$ -
9. Software	\$	\$	\$ -	\$	\$	\$ -	\$	\$	\$ -
10. Marketing/Communications	\$ 5,600	\$	\$ 5,600	\$	\$	\$ -	\$ 5,600	\$	\$ 5,600
11. Staff Education and Training	\$ 2,400	\$	\$ 2,400	\$	\$	\$ -	\$ 2,400	\$	\$ 2,400
12. Subcontracts/Agreements		\$	\$ -	\$	\$	\$ -	\$	\$	\$ -
13. Other-Translation Services	594	\$	594	\$	\$	-	594	\$	594
Other-Licenses	340	\$	340	\$	\$	-	340	\$	340
		\$	-	\$	\$	-		\$	-
		\$	-	\$	\$	-		\$	-
Total	\$ 87,300	\$ -	\$ 87,300	\$ 8,900	\$ -	\$ 8,900	\$ 78,400	\$ -	\$ 78,400

Indirect As A Percent of Direct 0

Initials *Dmw*
Date *10/9/17*

Exhibit B-3 BUDGET
Family Planning Funds

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

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services

Budget Period July 1, 2018--June 30, 2019

Line Item	Total Program Cost			Contractor Share/Match			Funded by DHHS Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 52,236	\$ -	\$ 52,236	\$ -	\$ -	\$ -	\$ 52,236	\$ -	\$ 52,236
2. Employee Benefits	\$ 9,369	\$ -	\$ 9,369	\$ -	\$ -	\$ -	\$ 9,369	\$ -	\$ 9,369
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 650	\$ -	\$ 650	\$ -	\$ -	\$ -	\$ 650	\$ -	\$ 650
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 562	\$ -	\$ 562	\$ -	\$ -	\$ -	\$ 562	\$ -	\$ 562
Medical	\$ 552	\$ -	\$ 552	\$ -	\$ -	\$ -	\$ 552	\$ -	\$ 552
Office	\$ 900	\$ -	\$ 900	\$ 900	\$ -	\$ 900	\$ -	\$ -	\$ -
6. Travel	\$ 480	\$ -	\$ 480	\$ 240	\$ -	\$ 240	\$ 240	\$ -	\$ 240
7. Occupancy	\$ 5,500	\$ -	\$ 5,500	\$ 5,500	\$ -	\$ 5,500	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,020	\$ -	\$ 1,020	\$ 1,020	\$ -	\$ 1,020	\$ -	\$ -	\$ -
Postage	\$ 360	\$ -	\$ 360	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360
Subscriptions	\$ 447	\$ -	\$ 447	\$ -	\$ -	\$ -	\$ 447	\$ -	\$ 447
Audit and Legal	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -
Insurance	\$ 3,050	\$ -	\$ 3,050	\$ -	\$ -	\$ -	\$ 3,050	\$ -	\$ 3,050
Board Expenses	\$ 240	\$ -	\$ 240	\$ 240	\$ -	\$ 240	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,600	\$ -	\$ 5,600	\$ -	\$ -	\$ -	\$ 5,600	\$ -	\$ 5,600
11. Staff Education and Training	\$ 2,400	\$ -	\$ 2,400	\$ -	\$ -	\$ -	\$ 2,400	\$ -	\$ 2,400
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other-Translation Services	\$ 594	\$ -	\$ 594	\$ -	\$ -	\$ -	\$ 594	\$ -	\$ 594
Other-Licenses	\$ 340	\$ -	\$ 340	\$ -	\$ -	\$ -	\$ 340	\$ -	\$ 340
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 87,300	\$ -	\$ 87,300	\$ 8,900	\$ -	\$ 8,900	\$ 78,400	\$ -	\$ 78,400

Indirect As A Percent of Direct

0

Initials *bsm*

Date *10/9/17*

Exhibit B-4 BUDGET
TANF Funds

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

Bidder/Program Name: New Hampshire Women's Health Service d/b/a Equality Health Center

Budget Request for: RFA-2018-DHHS-DPHS-FP-03 Family Planning Services-TANF

Budget Period July 1, 2018--June 30, 2019

Line Item	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Incremental	Fixed	Total	Incremental	Fixed	Total
1. Total Salary/Wages	\$ 10,920	\$ -	\$ 10,920	\$ -	\$ -	\$ -	\$ 10,920	\$ -	\$ 10,920
2. Employee Benefits	\$ 580	\$ -	\$ 580	\$ -	\$ -	\$ -	\$ 580	\$ -	\$ 580
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-Translation Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other-Licenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 11,500	\$ -	\$ 11,500	\$ -	\$ -	\$ -	\$ 11,500	\$ -	\$ 11,500

Indirect As A Percent of Direct

0

Initials *DMM*

Date *10/9/17*



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. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be 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.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

12/9/17
Date

Dalia M. Vidunas
Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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


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

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

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

Contractor Name:

10/9/17
Date


Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

10/9/17
Date

Dalia M. Vidunas
Name: DALIA M. VIDUNAS
Title: EXECUTIVE DIRECTOR



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

Dalia M. Vidunas

Name: DALIA M. VIDUNAS

Title: EXECUTIVE DIRECTOR

10/9/17
Date

Exhibit G

Contractor Initials DMV

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Date 10/9/17

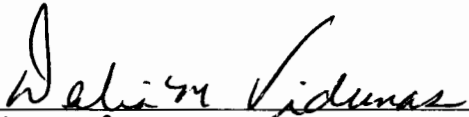

Name: DALINA M. VIDUNAS
Title: EXECUTIVE DIRECTOR



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

DM

12/9/17



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

10/27/17
Date

EQUALITY HEALTH CENTER
Name of the Contractor

Dalia M Vidunas
Signature of Authorized Representative

DALIA M VIDUNAS
Name of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

10/9/17
Date



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

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

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

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

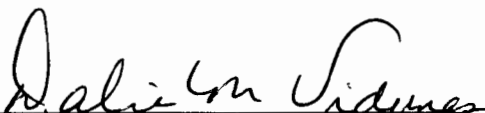
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

10/9/17
Date


Name: DALINA M VIDUNAS
Title: EXECUTIVE DIRECTOR



FORM A

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

1. The DUNS number for your entity is: 01-234-3067
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
- 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

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



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

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 EQUALITY HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on March 02, 2016. 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: 740013



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of October A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

1. Kerstin Cornell, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Equality Health Center.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5/17/17:
(Date)

RESOLVED: That the Dalia Vidunas
(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 9 day of October, 2017.
(Date Contract Signed)

4. Dalia Vidunas is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 9th day of Oct, 2017

By Kerstin Cornell
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

CECILE T. O'KEEFE, Notary Public
My Commission Expires **March 26, 2019**

Commission Expires: _____



NHWOMEN-01

MSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2017

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.

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.

PRODUCER: Davis & Towle Morrill & Everett, Inc. CONTACT NAME: Mary Ellen Snell, CIC. PHONE: (603) 715-9754. FAX: (603) 225-7935. E-MAIL ADDRESS: msnell@davistowle.com. INSURER(S) AFFORDING COVERAGE: Union Mutual of Vermont, First Community Insurance Co.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability Policy Insurance Company: Evanston Insurance Company Policy Dates: 1/10/2017 to 1/10/2018 Limits of Liability: \$1,000,000 Each Claim \$3,000,000 Aggregate SEE ATTACHED ACORD 101

CERTIFICATE HOLDER: NH DHHS, 129 Pleasant St, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Mary Ellen Snell



ADDITIONAL REMARKS SCHEDULE

AGENCY Davis & Towle Morrill & Everett, Inc.		NAMED INSURED NH Women's Health Services Inc DBA Equality Health Care Center 38 South Main Street Concord, NH 03301	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:
 Directors & Officers Liability
 Insurance Company: Mount Vernon Fire Ins. Co.
 Policy Dates: 9/6/2017 to 9/6/2018
 Limits of Liability:
 \$1,000,000 Each Claim
 \$1,000,000 Aggregate**

**Employment Practices Liability
 Insurance Company: Mount Vernon Fire Ins. Co.
 Policy Dates: 9/6/2017 to 9/6/2018
 Limits of Liability:
 \$1,000,000 Each Claim
 \$1,000,000 Aggregate**



Mission Statement

Equality Health Center's mission is to advance health by empowering our clients and communities through advocacy, education, outreach, and the provision of quality, non-judgmental healthcare with expertise in sexual, reproductive, and gender-affirming services.

Vision Statement

We envision a world in which all people have the freedom to make educated choices regarding all aspects of their healthcare.

Core Values

- ◇ We are a client-centered, not-for-profit, independent healthcare facility.
- ◇ We provide quality, evidence-based healthcare.
- ◇ We value the equality of all regardless of age, race, ethnicity, religion, gender, sexual orientation, gender identity, disability, body size, socio-economic status, or immigration status.
- ◇ We respect the dignity of all individuals and act with compassion.
- ◇ We remain committed to reproductive freedom and social justice.
- ◇ We strive to create and maintain a physically and emotionally safe, confidential, and inclusive environment.
- ◇ We provide medically accurate, comprehensive and respectful client and community education.
- ◇ We actively seek collaborations within our community to accomplish shared goals.
- ◇ We are committed to the training of future healthcare providers.
- ◇ We continue to champion the feminist model of healthcare, which promotes self-determination and equality for all people.

**NEW HAMPSHIRE WOMEN'S
HEALTH SERVICE, INC.
dba EQUALITY HEALTH CENTER**

**FINANCIALS STATEMENTS
FOR THE YEARS ENDED
DECEMBER 31, 2016 AND 2015**

**NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
dba EQUALITY HEALTH CENTER**

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
New Hampshire Women's Health Services, Inc.
dba Equality Health Center

We have reviewed the accompanying financial statements of Equality Health Center (a nonprofit organization), which comprise the statement of financial position as of December 31, 2016, and the related statement of activities and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

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.

Accountants' Responsibility

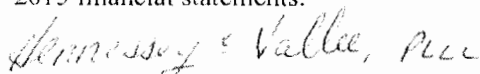
Our responsibility is to conduct the review engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Compilation of 2015 Financial Statements

Management is responsible for the accompanying financial statements of Concord Feminist Health Center (a New Hampshire nonprofit organization with a name change to Equality Health Center), which comprise the statement of financial position as of December 31, 2015, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the 2015 financial statements.



Hennessey & Vallee, PLLC
Concord, New Hampshire

July 18, 2017

**NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
dba EQUALITY HEALTH CENTER**

STATEMENTS OF FINANCIAL POSITION

DECEMBER 31, 2016 AND 2015

	Reviewed 2016	Compiled 2015
ASSETS		
Current Assets		
Cash - operating	\$ 4,468	\$ 3,221
Cash - savings	187,372	128,283
Cash - money market	22,419	2,638
Accounts receivable	42,530	71,180
Grant receivable	13,240	7,735
Investments	57,983	72,781
Inventory	13,104	23,308
Prepaid expenses	9,817	11,093
Total current assets	350,933	320,239
Property and Equipment		
Land, building and improvements	315,372	315,372
Medical equipment	77,078	77,078
Office equipment	117,709	113,309
Office furniture	31,200	31,200
Signage/Logo	2,954	1,688
Total property and equipment	544,313	538,647
Less: accumulated depreciation	(376,837)	(364,115)
Property and equipment - net	167,476	174,532
 TOTAL ASSETS	 \$ 518,409	 \$ 494,771
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 15,297	\$ 29,433
Accrued expenses	29,973	24,038
Total current liabilities	45,270	53,471
Net Assets		
Unrestricted	303,192	263,230
Unrestricted - invested in property and equipment	167,476	174,532
Unrestricted - board designated	2,471	3,538
Total net assets	473,139	441,300
 TOTAL LIABILITIES AND NET ASSETS	 \$ 518,409	 \$ 494,771

See Accompanying Notes and Accountants' Compilation Report.

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
dba EQUALITY HEALTH CENTER

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	Reviewed 2016	Compiled 2015
REVENUE AND SUPPORT		
Health care services	\$ 622,113	\$ 707,457
Contributions	59,292	46,132
Medical resident fees	12,100	11,640
Grants	104,791	66,566
Events	8,320	-
In-kind services	4,000	4,000
Other revenue	1,041	232
Total revenue and support	811,657	836,027
EXPENSES		
Program expenses	671,830	727,183
Management and general	92,861	92,806
Fundraising	19,606	22,525
Total expenses	784,297	842,514
OTHER REVENUE AND EXPENSE		
Investment income	2,140	1,567
Realized gain on investments	6,125	-
Unrealized (loss) gain on investments	(3,786)	3,883
Total other revenue and expense	4,479	5,450
CHANGE IN NET ASSETS	31,839	(1,037)
NET ASSETS - Beginning of Year	441,300	442,337
NET ASSETS - End of Year	\$ 473,139	\$ 441,300

See Accompanying Notes and Accountants' Compilation Report.

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
dba EQUALITY HEALTH CENTER

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	Reviewed 2016	Compiled 2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 31,839	\$ (1,037)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	12,722	11,860
Unrealized loss on investments	3,786	(3,883)
Realized gain on sale of investments	(6,125)	-
Contribution of stock	(1,446)	-
(Increase) decrease in assets		
Accounts and grants receivable	23,144	20,872
Prepaid expenses	1,276	(4,658)
Inventory	10,204	(1,841)
Increase (decrease) in liabilities		
Accounts payable	(14,136)	5,579
Accrued expenses	5,935	(9,103)
	67,199	17,789
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	18,583	-
Purchase of property and equipment	(5,666)	(10,567)
	12,917	(10,567)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES		
NET INCREASE IN CASH	80,116	7,222
CASH - Beginning Of Year	134,142	126,920
CASH - End of Year	\$ 214,258	\$ 134,142

See Accompanying Notes and Accountants' Compilation Report.

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
dba EQUALITY HEALTH CENTER

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2016

(With comparative totals for the year ended December 31, 2015)

	Program Services	General and Administrative	Fund Raising	Reviewed 2016 Total	Compiled 2015 Total
WAGES AND RELATED					
Salaries and wages	\$ 360,099	\$ 53,607	\$ 11,650	\$ 425,356	\$ 417,905
Employee benefits	28,842	1,930	788	31,560	27,966
Payroll taxes	28,918	4,305	936	34,159	34,328
Total wages and related	<u>417,859</u>	<u>59,842</u>	<u>13,374</u>	<u>491,075</u>	<u>480,199</u>
OTHER EXPENSES					
Medical supplies	106,322	-	-	106,322	196,207
Medical practitioners	37,500	-	-	37,500	45,750
Occupancy	17,941	4,433	443	22,817	23,262
Advertising	17,666	1,916	1,703	21,285	9,464
Professional fees	16,114	4,563	-	20,677	17,254
Insurance	13,550	2,169	86	15,805	13,608
Depreciation	9,924	2,544	254	12,722	11,860
Printing and copying	5,106	2,785	1,392	9,283	2,123
Office supplies and expense	1,635	5,315	1,227	8,177	8,311
Meetings and events	7,720	-	406	8,126	5,794
Telephone and internet	3,813	1,118	152	5,083	4,588
Bank and credit card charges	-	4,706	-	4,706	5,121
Equipment rental	2,966	1,506	91	4,563	5,049
In-kind services	4,000	-	-	4,000	4,000
Repairs and maintenance	2,524	631	-	3,155	2,518
Memberships	2,254	451	301	3,006	1,812
Licensing and fees	2,563	175	-	2,738	1,510
Postage and shipping	884	707	177	1,768	1,744
Staff development	1,489	-	-	1,489	1,134
Bad debts	-	-	-	-	1,206
Total other expenses	<u>253,971</u>	<u>33,019</u>	<u>6,232</u>	<u>293,222</u>	<u>362,315</u>
TOTAL EXEPENSES - 2016	<u>\$ 671,830</u>	<u>\$ 92,861</u>	<u>\$ 19,606</u>	<u>\$ 784,297</u>	
TOTAL EXPENSES - 2015	<u>\$ 727,183</u>	<u>\$ 92,806</u>	<u>\$ 22,525</u>		<u>\$ 842,514</u>

See Accompanying Notes and Accountants' Compilation Report.

**NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
dba EQUALITY HEALTH CENTER**

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

New Hampshire Women's Health Services Inc. (the Organization) was organized in New Hampshire as a non-stock, non-profit corporation in 1974. The Organization operates as the Equality Health Center and provides reproductive health, LGBTQ, and behavioral health services as well as advocacy and educational outreach.

In 2016 and 2015, over 2,000 clients were provided with a variety of reproductive care and other services. Some of the services were free of charge including non-biased and compassionate counseling services for pregnancy options, pre and post abortion, birth control and pre and post HIV testing. Referrals were provided for other counseling services such as prenatal care, midwives, adoption services, naturopathic care, smoking cessation, eating disorders, LGBTQ support groups and domestic and sexual assault support. The Organization provides outreach to the schools and to the greater community and also maintains a voice in the political arena to protect the rights of individuals and their choices.

Basis of Accounting

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

Basis of Presentation

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

Unrestricted Net Assets – Net assets that are not subject to donor-imposed stipulations as to purpose or use.

Temporarily Restricted Net Assets – Net assets available for use but subject to donor-imposed restrictions that may or will be met either by actions of the Organization and/or the passage of time. As of December 31, 2016 and 2015, the Organization had no temporarily restricted net assets.

Permanently Restricted Net Assets – Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of December 31, 2016 and 2015, the Organization had no permanently restricted net assets.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. At December 31, 2016 and 2015, the Organization had no cash equivalents.

Accounts Receivable

The Organization utilizes the direct write-off method of recording uncollectable accounts receivable. Due to the Organization's low experience with uncollectible accounts, no allowance for bad debts has been provided.

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
dba EQUALITY HEALTH CENTER

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Depreciation

Property is recorded at cost, except for donated assets, which are recorded at estimated fair value at the date of the donation. Expenditures for maintenance and repairs are charged against operations. Renewal and betterments which materially extend the life of the assets are capitalized. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

Building and improvements.....	15 – 40 years
Medical equipment.....	3 – 5 years
Office equipment.....	5 years
Furniture.....	5 – 7 years
Signage.....	5 – 7 years

Depreciation expense aggregated \$12,722 and \$11,860 for the years ended December 31, 2016 and 2015, respectively.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. The liability was \$11,714 and \$9,106 at December 31, 2016 and 2015, respectively.

Revenue Recognition

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted depending on the existence or nature of any donor restrictions. Support that is not restricted by the donor is reported as an increase in unrestricted net assets. The Organization has not received any support that would be classified as temporarily or permanently restricted. Service revenue is recognized when services have been completed and are ready to be invoiced.

Functional Expenses

The cost of providing the various programs has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. General and administrative expenses include those expenses that are not directly identifiable with any specific function but provide for the overall support and direction of the Organization.

Donated Services

The Organization receives a significant amount of donated services from unpaid volunteers as Board of Directors Members and others who assist in special projects including escorting/greeting patients and fund-raising. These volunteers provide more than a thousand hours of service each year. These services, while critical to the success of the Organization, have not been recognized in the Statement of Activities because the criteria for recognition have not been met.

The Organization received donated services from a medical director at fair value of \$4,000 for each year ended December 31, 2016 and 2015. This is recognized in the financials as In-kind donations.

NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
dba EQUALITY HEALTH CENTER

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising

The Organization expenses advertising costs as they are incurred. Advertising costs for the years ended December 31, 2016 and 2015 were \$21,285 and \$9,464.

Estimates

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

Income Taxes

The Internal Revenue Service has determined that the Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The Organization is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Organization complies with the *Accounting for Uncertainty in Income Taxes* standard. Accordingly, management has evaluated its tax positions and has concluded that the Organization has maintained its tax exempt status, does not have any significant unrelated business income, and has taken no uncertain tax positions that require adjustment or disclosure in its financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. Federal or State authorities for years before 2013.

Reclassifications

Certain amounts in the 2015 financial statements have been reclassified in order to conform to the 2016 presentation with no effect on previously reported changes in net assets.

NOTE 2 INVESTMENTS

The Organization has received donations of equity securities which are held in a brokerage account. These marketable securities are reported in the Statements of Financial Position at fair value based on readily determinable rates. Unrealized gains and losses are included in the change in net assets in the accompanying Statements of Activities.

NOTE 3 FAIR VALUE OF FINANCIAL INSTRUMENTS

Accounting Standards Codification No. 825, "Financial Instruments", requires the Organization to disclose estimated fair value for its financial instruments. The carrying amounts of cash, accounts receivable, prepaid expenses, accounts payable, and accrued expenses approximate fair value because of the short maturity of those instruments.

NOTE 4 UNRESTRICTED NET ASSETS – BOARD DESIGNATED

The Board has designated certain funds as contributions for the purpose of providing client assistance. These funds are held in separate cash accounts. The Organization periodically receives further contributions for this assistance. Management recommends and the Board approves the use of the funds.

**NEW HAMPSHIRE WOMEN'S HEALTH SERVICES, INC.
dba EQUALITY HEALTH CENTER**

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015**

NOTE 5 LINE OF CREDIT

The Organization has an unsecured revolving line of credit with a local bank that allows for borrowings up to \$100,000 with interest payable monthly at the bank's prime rate plus 1%. Interest expense was zero and the line had no outstanding balance at December 31, 2016 and 2015.

NOTE 6 SUBSEQUENT EVENTS

The Organization has evaluated events through July 18, 2017, the date the financial statements were available to be issued. Management has determined that there were no material subsequent events that require disclosure.



**Board of Directors
October 2017**

Mitchel Pyles, MSW
Chair

Candice Jan Dale, MA
Vice Chair

J. Cletus Baier M.D, C.M.
Treasurer

Kerstin B. Cornell, JD
Secretary

Nicole Bates, MSW

Kathleen Coleman

Susan Dow Johnson, MSN, CNM, APRN

Robert Kelly, MD

Debra Petrick, RN, BSN

Jess I. Place

Gayle Spelman, PA

Rachel Leigh Allen

Education

Columbia University School of Nursing, New York, NY

MSN October 2014

Women's Health Nurse Practitioner

GPA: 3.76

Columbia University School of Nursing, New York, NY

BSN May 2013

GPA: 3.95

Sigma Theta Tau International, Student Representative to the Dean

Skidmore College, Saratoga Springs, NY

BA Biology May 2012

GPA: 3.97

Phi Beta Kappa

Highest honors in biology, *summa cum laude*

Clinical Experience

Manchester Obstetrical and Gynecological Associates Manchester, NH Oct 2014-present

Women's Health Nurse Practitioner: Full time NP at busy and diverse OB/GYN practice.

Care includes routine and acute gynecology, prenatal and postpartum care, infertility, family planning and medical abortion services. Skills: IUD insertion and removal, nexplanon insertion and removal, sonohysterogram, endometrial biopsy, vulva biopsy, IUI.

Student NP Clinical Experience

Choices Women's Medical Center Jamaica, NY Jan-Jul 2014

280 clinical hours

Intern, GYN department: Worked independently under the clinical guidance of Physician Assistant preceptor. Care provided included well-woman gynecology, contraceptive counseling STI testing and treatment, medication abortion, surgical abortion follow-up care, contraceptive counseling, colposcopy, IUC insertion and removal, Nexplanon removal, and prenatal care. 20-40 patient visits per day.

Planned Parenthood New York, NY Sept-Dec 2013

135 clinical hours

Student Nurse Practitioner: Worked one-on-one with preceptor to provide sexual and reproductive health care to females and males. Included well-woman gynecology, pregnancy testing and options counseling, STI testing and treatment, medication abortion, and surgical abortion follow-up care.

Licenses and Certifications

- Women's Health Nurse Practitioner- Board Certified, State of New Hampshire
- Registered Professional Nurse State of New Hampshire
- CPR/AED for Health Care Providers. American Heart Association
- Doula of North America (DONA) Doula Training, June 2008.

Memberships and Associations

- National Abortion Federation, Clinicians for Choice- Member, 2013
- Nursing Students for Choice- Columbia University Chapter founding member
- Phi Beta Kappa
- Sigma Theta Tau International

Work History

Private nurse. Manhattan, New York. December 2013.

Provided in-home care to one terminally ill patient as part of a 24-hour nursing team. Aided in planning and carrying out transition to hospice service and end of life care.

Skidmore College Department of Biology. Saratoga Springs, NY. September 2010-May 2012.

Served as an academic tutor in evolution, ecology, and genetics courses. Held bi-weekly open tutoring hours and coordinated and assisted in laboratory courses.

Rosalyn's Farm, Peterborough, NH. May-October 2011.

Harvested, prepared and sold organic fruits, vegetables and flowers to local residents and businesses. Independently managed weekend field work.

Seana Cullinan Gardens and Landscapes. Peterborough, NH. March 2007-September 2010

Forewoman and on-site manager of a busy landscape firm aimed at creating and maintaining ecologically sound outdoor spaces for private residences and businesses. Strong knowledge of organic gardening and native flora and fauna was used in all projects. Hired and trained field crew, coordinated transit and assisted in design plans while maintaining relationships with clients on site.

Volunteer Experience

Sexual and Reproductive Health Educator New York, NY October 2013-May 2014

Developed and taught an 8-week comprehensive sexual and reproductive health curriculum for 8th grade females at Tomkins Square Middle School. Assisted with male class curriculum and guest lectures.

PERSIST Health Project New York, NY. September 2012-May 2013.

Project intern for PERSIST Health group, an organization aimed at providing health education and resources to people working in the sex trade in New York City. Responsibilities included coordinating focus groups with community members, note taking, and outreach research.

ELIZABETH ANN SANDERS, MD

Profile Board Certified in Family Medicine 1997. Solo owner of a successful Family Practice office 2001-current. User of Centricity EMR since 1995 and Allscripts PM since 2006. Dedicated physician with excellent clinical skills.

Employment

- 2/01-current **Sanders Family Medicine, PLLC**, Concord, NH; owner, solo Family Practice office. The office is one of only three independent primary care practices in the community, and has been fully electronic since inception. We are highly respected in the community for offering comprehensive, individualized, quality medical care.
- 6/97-1/01 **Family Physicians of Hopkinton**, Hopkinton, NH; small Family Practice group, hospital owned
- 3/94-5/95 **Antrim Girls Shelter**, Antrim, NH; adolescent gynecology and medicine
- 1/94-5/95 **Concord Feminist Health Center**, Concord, NH; office gynecology, colposcopy and LEEP; special interest in cervical dysplasia
- 4/94-5/95 **Planned Parenthood of Northern New England**, Bedford, NH; Gyn consultant, colposcopy clinics
- 1/92-8/93 **Dubai London Clinic**, Dubai, UAE; small multi-specialty group; general OB/Gyn, general adult medical care, some pediatrics
- 7/90-10/91 **Fargo Clinic**, Fargo, ND; large multi-specialty group, general OB/Gyn, special interest in cervical dysplasia, colposcopy and lower genital tract laser
- 7/89-5/90 **Clinical Associates**, Baltimore, MD; large multi-specialty group, general OB/Gyn work

Education

- 5/95-6/97 **Dartmouth Family Practice Residency**, Concord, NH
- 9/85-6/89 **State University of New York at Buffalo OB/Gyn Residency**, Buffalo, NY; Russell B. Van Coevering award for excellence in patient care
- 9/81-6/85 **University of Minnesota**, Minneapolis, MN, Doctor of Medicine; volunteer work in Uganda with Minnesota International Health Volunteers; volunteer work with Riverside People's Center. (free clinic)

9/80-6/81 University of Minnesota, Minneapolis, MN, graduate work in Genetics

8/76-6/80 Stanford University, Palo Alto, CA, BA English; varsity women's soccer; semester in Vienna, Austria; volunteer work with homeless Hemel Hempstead, England

9/63-6/76 Breck School, Minneapolis, MN, National Merit Scholar

References available upon request.

Lisa Hall

Employment:

1995 to the present: Equality Health Center (formerly Concord Feminist Health Center), 38 S. Main St. Concord, NH 03301

Title: Medical Services Coordinator

Direct Client Care Responsibilities

- Phones/Appt. making
- Health education counseling
- Reviewing and documenting medical histories for the providers
- Limited OB Ultrasound for gestational dating
- Assisting the medical providers with medical procedures
- Sterilizing medical instruments
- Miscellaneous medical /office duties-filing, confirming appointments, verifying insurance
- Talking to clients lacking funds to pay for their appointments and discuss their options with them and problem-solve ways to get fee together.

Medical Trends and Services

- Program Development: Encourage, establish, and work to implement new and existing models of care
- Promoting teamwork with providers and employees that encourage and exemplify client-centered care

Medical Supplies Ordering

- Responsible for inventory and ordering of all medications and medical supplies necessary to run the medical office.
- Researching Vendors to ensure we are getting the best prices possible.
- Communicating with Finance Coordinator regularly regarding inventory and Ordering Budget to ensure that spending is in line with the set budget

Maintaining of Lab reports and Lab Log

- Ensure that all ordered lab tests are documented appropriately
- Obtain and File lab reports in the client's chart and bring to the attention of the ordering provider in a timely manner
- Follow up with practitioner or client as needed
- Discuss lab quality assurance issues with staff as needed

Training Coordinator

- Consult with pertinent staff to know what trainings need to occur
- Orientation of new staff to the organization.
- Work with Executive Director to ensure all necessary paperwork for new employees is in compliance with state regulations and office policies
- Help organize and maintain Personnel Files/training schedules
- On-going training support to staff
- Address training weaknesses/areas needing improvement
- Do 3 month Evaluations for all new hires
- Oversee Rapid HIV Testing Program

Medical Hiring Coordinator

- Keeping track of hiring needs by communicating with pertinent staff
- Advertising for Positions as needed
- Weed/Cull through Applicants with Hiring Committee
- Initial Phone/email contact with promising candidates to find closest CFHC matches
- Arranging Interviewing schedule
- Interviewing of candidates
- Part of group that decides who should be hired
- Reference checks of applicants

Outreach and Education

- Sexual Education presentations to community youth and to school educators
- Health Fair presenter at local community colleges
- Developing health education materials for website

DALIA M. VIDUNAS, MSW

HIGHLIGHTS OF QUALIFICATIONS

Versatile, result oriented administrator with experience in developing and implementing programs, training, quality management, troubleshooting, negotiations, and people management skills.

- ◆ Experienced in working with diverse organizations and bringing them together to one table
- ◆ Demonstrated proficiency in managing simultaneous projects
- ◆ Vast experience in training and public speaking, including national level conferences
- ◆ Developed and implemented statewide policies and procedures pertaining to domestic violence, substance abuse, child abuse/neglect and sexual assault

PROFESSIONAL EXPERIENCE

Executive Director

2010 – present

Equality Health Center, Concord, NH: EHC is a non-profit medical facility focusing on reproductive health care, family planning and LGBTQ+ services. Responsible for overhauling entire \$900,000 program to tighten focus, streamline operations and foster an atmosphere of empowerment and accountability. Directly responsible for functions involving strategic planning and implementation; program development, implementation and coordination; fund-raising; marketing plan development.

Medical Case Management Consultant

2007 - 2010

Aetna/Schaller Anderson Medical Administrators, Inc., Concord, NH: Facilitated the coordination, continuity, accessibility and appropriate utilization of services to secure quality healthcare while promoting cost effective outcomes and improve program/operational efficiency involving clinical issues to high risk Medicaid clients. Assisted with the development of policies and procedures related to care management. Identified and reported gaps in the medical and social service delivery system through data collection, tracking and analysis.

Consultant

2006 - 2007

Concord, NH: Specializing in working with non-profits in the areas of Strategic Planning, Operations/Process Improvement, Change Management, Fund Development and Grant Writing.

Executive Director

2002 - 2005

Community Services Council of New Hampshire, Concord, NH: Oversaw all operations of a non-profit social service agency with an annual budget of over 3.5 million dollars. Implemented and maintained comprehensive management policies and procedures to ensure sound financial, programmatic and administrative operations. Programs included: residential substance abuse treatment program; residential and day services for people with developmental disabilities; NH's Homeless Management Information System; a state-wide 24/7 information and referral service; Medicare advocacy programs.

Medicare Program Educator

2000 - 2002

Northeast Health Care Quality Foundation, Dover, NH: Conducted over 150 seminars pertaining to Medicare and aging issues for consumers and professionals. Conducted consumer focus groups in three states related to preventive health care benefits, analyzed and interpreted data for Medicare and presented findings at national conferences. Developed Consumer and Professional Resource Guides and multiple health care brochures for New Hampshire, Maine and Vermont.

NH Department of Health and Human Services Program Specialist

1992 - 1999

Long Term Care Program Specialist, Division of Elderly and Adult Services, Concord, NH: Designed and developed state-wide long term care initiatives for the elderly and adults with disabilities. Coordinated and facilitated state-wide and community-based public forums. Principle author of New Hampshire's State Plan on Aging: 1998-2000. Full project management and evaluation of numerous grants and programs.

Child Protection Program Specialist Division for Children, Youth and Families, Concord, NH:
 Developed and coordinated the implementation of all child protection policies for New Hampshire, integrating for the first time domestic violence and later Court Appointed Special Advocates with NH's child protection services policies and procedures. Provided technical assistance and training to child protection services staff, community agencies, and law enforcement.

Director 1986 - 1992

Victim Assistance Program, Office of the Strafford County Attorney, Dover, NH: Founded program to assist victims of violent crime through the criminal court process via intervention, a coordinated forensic interviewing process, providing information/support and referrals. Established the Sexual Assault Response Team for Strafford County. Collaborated in the development and implementation of state-wide multi-disciplinary approaches to adult sexual assault and child maltreatment. Testified on numerous Legislative Bills pertaining to sexual assault, domestic violence and child maltreatment. Member of several NH Legislative Study Committees.

Child Protective Service Worker 1982 - 1986

NH DHHS Division for Children, Youth and Families, Nashua and Rochester, NH: Investigated allegations of child maltreatment, specializing in sexual abuse. Conducted comprehensive assessments and evaluation of family dynamics to evaluate risks to child(ren). Collaborated with law enforcement in criminal investigations. New Hampshire Foster Parent Trainer.

Child Care Worker 1979 - 1981

Dover Children's Home, Dover, NH: Responsible for the care and social development of children, ages 7-18, in an intermediate level residential group home. Conducted weekly group sessions with adolescent girls. Developed and implemented a teen independent living program.

EDUCATION

- ◆ Master of Social Work: Administration/Community Organization, 1999, University of NH, Durham, NH
- ◆ Bachelor of Arts: Dual Major: Social Work/Psychology, 1979, University of NH, Durham, NH

PROFESSIONAL DEVELOPMENT COURSEWORK

Strategic Organizational Learning, HIPAA Overview, Writing in Plain Language, Total Quality Management - Train the Trainers, Dual Diagnosis and Treatment, Disease Management and Substance Abuse, Domestic & Sexual Violence Volunteer Training, Medicare Health Insurance Counseling, Education and Assistance Services (HICEAS) Volunteer Training, Court Appointed Special Advocate (CASA) Volunteer Training, Microsoft Office, PageMaker

PROFESSIONAL ORGANIZATIONS

- ◆ National Association of Social Workers 1995 - present
- ◆ New Hampshire Elder Rights Coalition 2001 - 2005
- ◆ New Hampshire Attorney General's Task Force on Child Abuse and Neglect 1989 - 1999
- ◆ New Hampshire Governor's Commission on Domestic Violence 1996 - 1998
- ◆ Northern NE Professional Society on the Abuse of Children, *Board of Directors* 1992 - 1995
- ◆ Sexual Assault Support Services, *Board of Directors* 1988 - 1992

AWARDS

- ◆ "Outstanding Commitment to Improving the Lives of Children", 1997, awarded by the New Hampshire Court Appointed Special Advocates (CASA).
- ◆ "Outstanding Dedication and Service", 1994, awarded by the New Hampshire Attorney General's Task Force on Child Abuse and Neglect.

CONTRACTOR NAME
EQUALITY HEALTH CENTER
Key Personnel

Family Planning Services-July 1, 2017-June 30, 2018

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rachel Allen	APRN Nurse Practioner	68,244	62.48	42,640
Various	Health Care Educator	31,200	7.50	2,340
Lisa Hall	Medical Services Coordinator	45,760	10.00	4,576
Various	Exec. Director/Fin. Direct	92,740	3.30	3,064

CONTRACTOR NAME
EQUALITY HEALTH CENTER
Key Personnel
Family Planning Services-July 1, 2018-June 30, 2019

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rachel Allen	APRN Nurse Practioner	69,888	62.50	43,680
Various	Health Care Educator	32,240	6.70	2,160
Lisa Hall	Medical Services Coordinator	47,840	10.00	4,784
Various	Exec. Director/Fin. Direct	97,000	1.62	1,612

CONTRACTOR NAME
EQUALITY HEALTH CARE
Key Personnel

Family Planning Services-TANF-July 1, 2017-June 30, 2018

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Carol Bunk/Zoe O'neil	Outreach Worker	33,800	20.00	6,760
Various	Health Care Educator	31,200	12.50	3,900

CONTRACTOR NAME
EQUALITY HEALTH CARE
Key Personnel

Family Planning Services-TANF-July 1, 2018-June 30, 2019

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Carol Bunk/Zoe O'neil	Outreach Worker	35,360	20.00	7,072
Various	Health Care Educator	32,240	11.94	3,848

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-05)



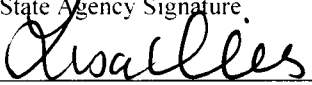
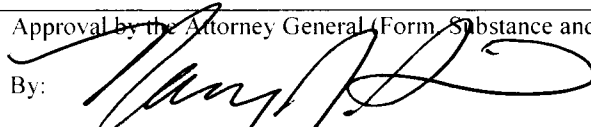
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Joan G. Lovering Health Center		1.4 Contractor Address 559 Portsmouth Avenue Greenland, NH 03840	
1.5 Contractor Phone Number 603-436-7588	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$222.896
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Deborah Erickson-Irons Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Rockingham On <u>October 12, 2017</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]		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> MAY B WATSON Notary Public-New Hampshire My Commission Expires July 19, 2022 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace May Watson			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
Date: <u>10/27/17</u>			
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) (if applicable) By:  On: <u>10/30/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials

Date 10-12-17

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.



Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of four hundred fifty (450) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

DCJ



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

DEJ



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.
There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.



Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

RED



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHScontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

REO

10-12-17

Exhibit B-1 BUDGET

Family Planning Funds

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

Bidder/Program Name: Joan G. Loving Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Total Program Cost		Community Grants / Match		Funded by Other Contract Funds		Total
	Direct Incremental	Indirect	Direct Incremental	Indirect	Direct Incremental	Indirect	
1. Total Salary/Wages	\$ 118,795.00	\$ 9,739.60	\$ 46,194.72	\$ 9,739.60	\$ 72,048.91	\$ -	\$ 72,048.91
2. Employee Benefits	\$ 21,383.10	\$ 8,414.30	\$ 8,414.30	\$ 1,753.13	\$ 12,968.80	\$ -	\$ 12,968.80
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,000.00	\$ -	\$ -	\$ 700.00	\$ 700.00	\$ -	\$ 300.00
Purchase/Depreciation	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -
5. Supplies:							
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -
Lab	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 15,000.00	\$ -	\$ 6,783.52	\$ -	\$ 8,216.48	\$ -	\$ 8,216.48
Medical	\$ 14,000.00	\$ -	\$ 14,000.00	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 8,339.33	\$ -	\$ 5,837.53	\$ -	\$ 2,501.80	\$ 2,501.80
8. Current Expenses							
Telephone	\$ -	\$ 933.00	\$ -	\$ 653.10	\$ -	\$ 279.90	\$ 279.90
Postage	\$ 85.00	\$ -	\$ 85.00	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ 750.00	\$ -	\$ 525.00	\$ -	\$ 225.00	\$ 225.00
Audit and Legal	\$ -	\$ 6,266.67	\$ -	\$ 4,386.67	\$ -	\$ 1,880.00	\$ 1,880.00
Insurance	\$ -	\$ 80.00	\$ -	\$ 56.00	\$ -	\$ 24.00	\$ 24.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ 4,400.00	\$ -	\$ 3,256.52	\$ -	\$ 1,540.00	\$ -	\$ 1,143.48
10. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -
11. Subcontracts/Agreements	\$ -	\$ 1,200.00	\$ -	\$ 840.00	\$ -	\$ 360.00	\$ 360.00
12. Other (Specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 184,513.10	\$ 30,061.73	\$ 214,574.83	\$ 24,481.03	\$ 94,378.00	\$ 5,570.70	\$ 99,948.00
Indirect As A Percent of Direct		%					

Exhibit B-1 Budget

Initials

Date

RED
10/12/17

Exhibit B-2 BUDGET TANF Funds

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

Bidder/Program Name: Joan G. Loving Health Center

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

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Total Available		Total Available		Total Available		Total Available		Total Available		Total
	Request	Balance	Request	Balance	Request	Balance	Request	Balance	Request	Balance	
1. Total Salary/Wages	\$ 118,795.00	\$ -	\$ 128,534.60	\$ -	\$ 110,504.00	\$ -	\$ 9,739.60	\$ -	\$ 48,194.72	\$ -	\$ 6,291.00
2. Employee Benefits	\$ 21,383.10	\$ -	\$ 23,136.23	\$ -	\$ 19,891.10	\$ -	\$ 1,753.13	\$ -	\$ 8,675.29	\$ -	\$ 1,492.00
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -
4. Equipment:											
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 700.00	\$ -	\$ -
Purchase/Depreciation	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -	\$ -
5. Supplies:											
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -
Lab	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00	\$ -	\$ -
Pharmacy	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 6,783.52	\$ -	\$ -
Medical	\$ 14,000.00	\$ -	\$ 14,000.00	\$ -	\$ 14,000.00	\$ -	\$ -	\$ -	\$ 14,000.00	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ 8,339.33	\$ -	\$ -	\$ -	\$ 8,339.33	\$ -	\$ 5,837.53	\$ -	\$ -
8. Current Expenses											
Telephone	\$ -	\$ -	\$ 933.00	\$ -	\$ -	\$ -	\$ 933.00	\$ -	\$ 653.10	\$ -	\$ -
Postage	\$ 85.00	\$ -	\$ 85.00	\$ -	\$ 85.00	\$ -	\$ -	\$ -	\$ 85.00	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 525.00	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ 6,266.67	\$ -	\$ -	\$ -	\$ 6,266.67	\$ -	\$ 4,386.87	\$ -	\$ -
Insurance	\$ -	\$ -	\$ 80.00	\$ -	\$ -	\$ -	\$ 80.00	\$ -	\$ 56.00	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 4,400.00	\$ -	\$ 4,400.00	\$ -	\$ 2,683.00	\$ -	\$ -	\$ -	\$ 1,540.00	\$ -	\$ -
10. Marketing/Communications	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 840.00	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 184,513.10	\$ -	\$ 214,574.83	\$ -	\$ 173,013.10	\$ -	\$ 30,061.73	\$ -	\$ 103,128.83	\$ -	\$ 11,500.00
Indirect As A Percent of Direct		%		%		%		%		%	

Exhibit B-2 Budget

Initials: *DEB*
Date: 10-12-17

Exhibit B-3 BUDGET

Family Planning Funds

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

Bidder/Program Name: Joan G. Loving Health Center

Budget Request for: Family Planning
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost		Commodity Costs / Grants		Funded by Other Governmental Sources	
	Amount	Percent	Amount	Percent	Amount	Percent
1. Total Salary/Wages	\$ 121,171.00		\$ 9,934.00		\$ 50,706.80	
2. Employee Benefits	\$ 21,810.78		\$ 1,788.12		\$ 9,127.46	
3. Consultants	\$ 1,500.00		\$ 1,500.00		\$ -	
4. Equipment:	\$ -		\$ -		\$ -	
Rental	\$ -		\$ -		\$ -	
Repair and Maintenance	\$ 1,000.00		\$ 700.00		\$ 300.00	
Purchase/Depreciation	\$ -		\$ -		\$ -	
5. Supplies:	\$ -		\$ -		\$ -	
Educational	\$ 500.00		\$ -		\$ -	
Lab	\$ 3,600.00		\$ 500.00		\$ -	
Pharmacy	\$ 15,450.00		\$ 3,600.00		\$ -	
Medical	\$ 14,420.00		\$ 7,233.52		\$ 7,302.34	
Office	\$ 800.00		\$ 14,420.00		\$ -	
6. Travel	\$ 1,000.00		\$ 800.00		\$ 200.00	
7. Occupancy	\$ -		\$ 1,000.00		\$ -	
8. Current Expenses	\$ 6,339.33		\$ 6,339.33		\$ -	
Telephone	\$ -		\$ -		\$ 5,837.53	
Postage	\$ 85.00		\$ 85.00		\$ -	
Subscriptions	\$ -		\$ -		\$ -	
Audit and Legal	\$ 750.00		\$ 750.00		\$ -	
Insurance	\$ 6,266.67		\$ 6,266.67		\$ -	
Board Expenses	\$ 80.00		\$ 80.00		\$ -	
Software	\$ -		\$ -		\$ -	
9. Marketing/Communications	\$ 4,400.00		\$ 3,256.52		\$ 1,143.48	
10. Staff Education and Training	\$ 1,200.00		\$ 1,200.00		\$ -	
11. Subcontracts/Agreements	\$ 1,200.00		\$ 840.00		\$ 360.00	
12. Other (specific details mandatory):	\$ -		\$ -		\$ -	
TOTAL	\$ 185,936.78	%	\$ 30,291.12		\$ 104,776.80	
Indirect As A Percent of Direct					\$ 5,576.70	
					\$ 99,348.00	

Exhibit B-3 Budget

Initials: *DEJ*
Date: 10-12-17

Exhibit B-4 BUDGET TANF Funds

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

Bidder/Program Name: Joan G. Loving Health Center

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

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Total Program Cost		Contractor Hours / Month		Funded by Other Contract Awards		Total
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Total Salary/Wages	\$ 121,171.00	\$ 9,934.00	\$ 131,105.00	\$ 112,890.00	\$ 9,934.00	\$ 122,814.00	\$ 8,291.00
2. Employee Benefits	\$ 21,810.78	\$ 1,788.12	\$ 23,598.90	\$ 20,318.78	\$ 1,788.12	\$ 22,106.90	\$ 1,492.00
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -
Lab	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -
Pharmacy	\$ 15,450.00	\$ -	\$ 15,450.00	\$ 15,450.00	\$ -	\$ 15,450.00	\$ -
Medical	\$ 14,420.00	\$ -	\$ 14,420.00	\$ 14,420.00	\$ -	\$ 14,420.00	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ -
6. Travel	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
7. Occupancy	\$ -	\$ 8,339.33	\$ 8,339.33	\$ -	\$ 8,339.33	\$ 8,339.33	\$ -
8. Current Expenses	\$ -	\$ 933.00	\$ 933.00	\$ -	\$ 933.00	\$ 933.00	\$ -
Telephone	\$ 85.00	\$ -	\$ 85.00	\$ 85.00	\$ -	\$ 85.00	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -
Audit and Legal	\$ -	\$ 6,266.67	\$ 6,266.67	\$ -	\$ 6,266.67	\$ 6,266.67	\$ -
Insurance	\$ -	\$ 80.00	\$ 80.00	\$ -	\$ 80.00	\$ 80.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 4,400.00	\$ -	\$ 4,400.00	\$ 4,400.00	\$ -	\$ 4,400.00	\$ -
10. Marketing/Communications	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -
11. Staff Education and Training	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 185,936.78	\$ 30,291.12	\$ 216,227.90	\$ 174,436.78	\$ 30,291.12	\$ 204,727.90	\$ 11,500.00

Indirect As A Percent of Direct %

Exhibit B-4 Budget

Initials: *DEO*
Date: *10-12-17*



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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10-12-17



- 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

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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.

DEP



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. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be 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.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

Contractor Name:

October 12, 2017
Date

Deborah Eudick Irons
Name: Deborah Eudick Irons
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

October 12, 2017
Date

Deborah Ericksen-Irons
Name: Deborah Ericksen-Irons
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director

Contractor Initials DEI

Date 10-12-17



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

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

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

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

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

Exhibit G

Contractor Initials

[Handwritten Signature]

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

October 12, 2017
Date

Deborah Eick Irons
Name: Deborah Eick Irons
Title: Executive Director

Exhibit G

Contractor Initials

DEI

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

Date

10-12-17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

October 12, 2017
Date

Deborah Erickson-Irons
Name: Deborah Erickson-Irons
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

10/27/17
Date

Joan G. Lovering Health Center
Name of the Contractor

Deborah Erickson-Arms
Signature of Authorized Representative

Deborah Erickson-Arms
Name of Authorized Representative

Executive Director
Title of Authorized Representative

October 12, 2017
Date



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

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

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

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

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

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

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

Contractor Name:

October 12, 2017
Date

Deborah Eudusan Irons
Name: Deborah Eudusan Irons
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 85-946-9082
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

RCJ

10-12-17

New Hampshire Department of Health and Human Services
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

ACD

10-12-17

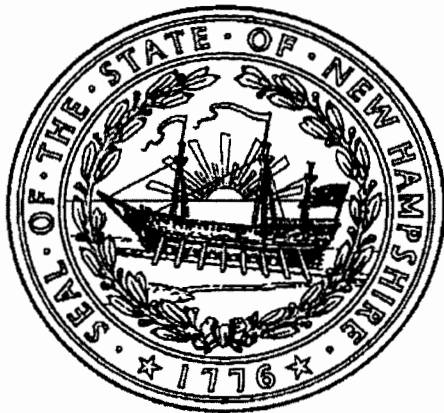
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOAN G. LOVERING HEALTH CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on January 04, 2011. 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: 641092



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of 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, Michael Murphy do hereby certify that

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Joan G. Lovering Health Center

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on October 10, 2017:

(Date)

RESOLVED: That the Executive Director

(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 12 day of October, 2017.

(Date Contract Signed)

4. Deborah Erickson-Irons is the duly elected Executive Director

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.


TREASURER
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 12th day of October, 2017,

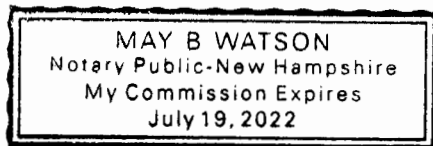
By Michael Murphy.

(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____





FEMIHEA-01

SLAMERE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2017

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).

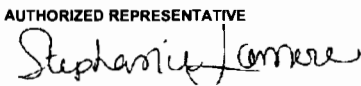
PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Stephanie Lamere, CIC PHONE (A/C, No, Ext): (603) 715-9740 E-MAIL ADDRESS: slamere@davistowle.com FAX (A/C, No): (603) 225-7935
INSURER(S) AFFORDING COVERAGE	
INSURER A : Union Mutual of Vermont	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	
INSURED	NAIC #
Feminist Health Center of Portsmouth, Inc.dba Joan G. Loving Health Center PO Box 456 Greenland, NH 03840	

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					EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BOP0110519-05	11/01/2017	11/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of NH Department of Health & Human Services 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 
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CERTIFICATE OF LIABILITY INSURANCE

MF
R001

DATE (MM/DD/YYYY)
10/16/2017

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).

<p>PRODUCER</p> <p>PAYCHEX INSURANCE AGENCY INC/PAC 250881 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265</p>	<p>CONTACT NAME:</p> <p>PHONE (A/C. No. Ext): FAX (A/C. No): (888) 443-6112</p> <p>E-MAIL ADDRESS:</p> <p style="text-align: center;">INSURER(S) AFFORDING COVERAGE NAIC#</p> <p>INSURER A: Hartford Accident & Indemnity Co 22357</p> <p>INSURER B:</p> <p>INSURER C:</p> <p>INSURER D:</p> <p>INSURER E:</p> <p>INSURER F:</p>
<p>INSURED</p> <p>FEMINIST HEALTH CENTER OF PORTSMOUTH INC DBA JOAN G. LOVERING HEALTH CENTER PO BOX 456 GREENLAND NH 03840</p>	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR BYD	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 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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG GI6965	01/24/2017	01/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

NH DHHS
129 PLEASANT ST
CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

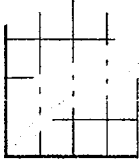
Susan S. Castaneda



OUR MISSION

The Health Center is an independent, local, nonprofit clinic. We are dedicated to providing confidential, comprehensive and accurate sexual health information and services to all females and males on New Hampshire's Seacoast in a safe, supportive environment. We are committed to being the region's premier resource for sexual health education. It is our passion to honor, respect and advocate for the right of everyone to maintain freedom and choices regarding their own sexual health in keeping with the feminist health care model and tradition.

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Financial Statements
For the Year Ended December 31, 2015



Murphy, Powers & Wilson

Certified Public Accountants, P.C.

Michael J. Murphy, CPA
William R. Powers, CPA
Daniel E. Wilson, CPA

Thomas J. Bridge, CPA (Retired)

ACCOUNTANT'S COMPILATION REPORT

To the Board of Trustees of
Feminist Health Center of Portsmouth, Inc.

We have compiled the accompanying statement of financial position of Feminist Health Center of Portsmouth, Inc. (*a nonprofit organization*) as of December 31, 2015, and the related statements of activities and cash flows for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

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

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

We are not independent with respect to Feminist Health Center of Portsmouth, Inc.

*Murphy, Powers & Wilson
Certified Public Accountants, P.C.*

Hampton, New Hampshire
July 12, 2016

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Statement of Financial Position
As at December 31, 2015

ASSETS

CURRENT ASSETS

Cash	\$ 13,588
Accounts receivable	19,279
Prepaid expenses	<u>1,440</u>
Total current assets	<u>34,307</u>

PROPERTY AND EQUIPMENT, NET

474,220

OTHER ASSETS

Closing costs	<u>2,623</u>
---------------	--------------

TOTAL ASSETS

\$511,150

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 15,283
Accrued expenses	121
Mortgage payable	7,899
Note payable, other	<u>10,500</u>
Total current liabilities	33,803

LONG-TERM LIABILITIES

Mortgage payable, less current	<u>146,720</u>
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 Total liabilities

180,523

NET ASSETS

Unrestricted	<u>330,627</u>
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TOTAL LIABILITIES AND NET ASSETS

\$511,150

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER

Statement of Activities
As at December 31, 2015

SUPPORT AND REVENUE

Services provided	\$254,796
Medical supplies	28,577
Grants	110,253
Donations	46,897
Fundraising	31,236
Interest income	<u>27</u>
Total support and revenue	<u>471,786</u>

EXPENSES

Program expenses	
Salaries and wages	264,079
Physician fees	21,475
Clinical services	4,125
Payroll taxes	20,892
Depreciation	38,215
Utilities	7,150
Repairs and maintenance	8,387
Telephone	3,659
Office supplies and postage	8,346
Medical supplies	21,667
Contraceptive supplies	20,462
Insurance	12,137
Printing	2,170
Bookkeeping fees	1,496
Payroll processing fees	2,116
Employee benefits	11,463
Advertising	10,644
Auxiliary services	11,816
Staff development	990
Credit card fees	4,247
Memberships	836
Interest expense	8,797
Lab expense	5,786
Equipment rental	3,057
Equipment expense and repair	2,737
Fundraising	12,938
Regulatory fees	5,132
Outreach van	5,406
Bank charges	505
Bad debts and insurance allowances	570
Miscellaneous	<u>833</u>
Total expenses	<u>522,133</u>
Operating loss	-50,347
Other income	
Capital campaign funding	62,142
Sale of asset	<u>400</u>
Total other income and expense	<u>62,542</u>
Change in net assets	<u>12,195</u>
NET ASSETS, BEGINNING OF YEAR	<u>318,432</u>
NET ASSETS, END OF YEAR	<u>\$330,627</u>

**FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER**

Statement of Cash Flows
For the Year Ended December 31, 2015

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ 12,195
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	38,221
Accounts receivable	-2,793
Prepaid expenses	-1,440
Accounts payable	-20,162
Accrued expenses	-4,280
Promises to give	<u>7,500</u>

NET CASH PROVIDED BY OPERATING ACTIVITIES 29,241

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of fixed assets	-15,677
Collection of note receivable	<u>4,000</u>

NET CASH USED BY INVESTING ACTIVITIES -11,677

CASH FLOWS FROM FINANCING ACTIVITIES

Mortgage payable, net	-12,647
Line of credit, net	<u>-23,325</u>

NET CASH USED BY FINANCING ACTIVITIES -35,972

NET DECREASE IN CASH -18,408

CASH AT BEGINNING OF YEAR 31,996

CASH AT END OF YEAR \$ 13,588

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER
Notes to Financial Statements
December 31, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Activities

Feminist Health Center of Portsmouth, Inc. provides services to women and men of all ages at their facility in Greenland, New Hampshire. The Organization offers a safe, supportive and nonjudgmental environment with access to pregnancy counseling and testing, contraception and abortion services, STD counseling and testing, as well as annual checkups, menopause care, outreach clinics and health education. Their holistic philosophy is grounded in respect, compassion and commitment to medical excellence and choice. Founded in 1908 as "The Feminist Health Center of Portsmouth", we changed our name in 2011 to the "Joan G. Lovering Health Center" in honor of Joan G. Lovering, a New Hampshire pioneer for reproductive rights, and one of our founders. During 2013 the Health Center launched a capital campaign to raise funds for a facility addition and updating and new equipment.

Income Taxes

The Organization is a New Hampshire nonprofit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes, and as such, no tax provisions have been made in the accompanying financial statements.

Feminist Health Center of Portsmouth, Inc. has adopted provisions of the Financial Accounting Board of Accounting Standards Codification (ASC) Top 740-10. The Organization's policy is to evaluate all tax positions on an annual basis in conjunction with the filing of the annual return of organization exempt from income tax. Interest and penalties assessed by income taxing authorities are included in administrative expense. For 2015, there were no penalties or interest assessed or paid. The Organization files informational returns in the U.S. federal and state jurisdictions. The Organization's federal and state informational returns for 2013, 2014 and 2015 are subject to examination by the IRS and state taxing authorities, generally for three years after they were filed.

Method of Accounting and Revenue Recognition

The financial statements of Feminist Health Center of Portsmouth, Inc. have been prepared on the accrual basis of accounting. Revenue is derived from the following principal sources: services, contributions, grants and fundraising activities. Contributions are recognized when received. Revenue from grants is recognized when the grant is awarded. Other service revenue is recognized when earned.

Contributed Services

During the year ended December 31, 2015, the value of contributed services meeting the requirements for recognition in the financial statements was not material and has not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Organization at the facility, but these services do not meet the criteria for recognition as contributed services.

Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles 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 reporting period. Accordingly, actual results could differ from those estimates.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at fair market value at date of donation. Depreciation is computed on the estimated useful lives of the assets using the straight-line method as follows:

Building	31 years
Building improvements	10-31 years
Equipment	5-7 years

FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER

Notes to Financial Statements

December 31, 2015

Continued

NOTE 1 continued

Maintenance and repairs which do not improve or extend the life of the assets are charged to expense as incurred; major renewals and betterments are capitalized. The Organization's depreciation expense was \$38,215.

Financial Statement Presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in Accounting Standards Codification (ASC) Topic 958, Not-for-Profit Entities. Feminist Health Center of Portsmouth, Inc. 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. A description of the three net asset categories follows.

Unrestricted net assets include the revenues and expenses associated with the principal operating mission of Feminist Health Center of Portsmouth, Inc. It records as unrestricted contributions, restricted contributions whose restrictions are met in the same reporting period.

Temporarily restricted net assets include gifts and grants for which donor or grantor imposed restrictions have not yet been met. Assets are released from restrictions as expenditures are made in line with the restrictions called for under the terms of the contribution or grant. Feminist Health Center of Portsmouth, Inc. has no temporarily restricted net assets.

Permanently restricted net assets include gifts which require by donor restriction that the corpus be invested in perpetuity and only the income be made available for program operations in accordance with donor restrictions. Feminist Health Center of Portsmouth, Inc. has no permanently restricted net assets.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

The Organization uses the direct write-off method for uncollectible accounts. Accounts are reviewed regularly.

NOTE 2 PROPERTY AND EQUIPMENT

Property and equipment schedule is as follows:

Land and improvements	\$ 45,480
Building	161,422
Building improvements	215,460
Medical equipment	86,811
Office equipment	44,463
Furniture and fixtures	23,712
New building addition	<u>356,301</u>
	933,649
Less Accumulated depreciation	<u>459,429</u>
	<u>\$474,220</u>

NOTE 3 MORTGAGE PAYABLE

- a) Mortgage payable, \$111,524, (\$3,899 due within one year) represents a mortgage due Optima Bank with a rate of 4.99%. The mortgage is secured by property.
- b) Mortgage payable, \$43,095, (\$4,000 due within one year) represents a mortgage due Optima Bank with a rate of 4.50%.

**FEMINIST HEALTH CENTER OF PORTSMOUTH, INC.
D/B/A JOAN G. LOVERING HEALTH CENTER**

Notes to Financial Statements

December 31, 2015

Continued

NOTE 4 LINE OF CREDIT

Line of credit, \$0, represents a line of credit due Optima Bank at prevailing market rates.

NOTE 5 NOTE PAYABLE, OTHER

Note payable, other, \$10,500, represents a short term loan from an individual.

NOTE 6 INTEREST EXPENSE

The Organization paid \$8,797 in interest expense during the year ended December 31, 2015. No interest was capitalized during the year.

NOTE 7 EVALUATION OF SUBSEQUENT EVENTS

Feminist Health Center of Portsmouth, Inc. has evaluated all subsequent events through July 12, 2016, the date the financial statements were available to be issued, and determined that any subsequent events that require recognition or disclosure were considered in the preparation of the financial statements.

**Joan G. Lovering Health Center
Board of Directors 2017**

Cyndi	Bear, MD	
Martha	Byam, MSW	
Caitlin	Delaney	
Duncan	Edgar, ESQ.	Secretary
Emily	Lusenhop	Vice Chair
R. William Lusenhop, M.S.W., Ph.D. LICSW		
Michael	Murphy, CPA	Treasurer
Karen	Prazar, RN	
Nancy	Starks-Cheney, RN	Chair
Mary	Toumpas	

Deborah Erickson-Irons

Leadership - Respected leader of healthcare service and public health teams

- Understands the history and current status of Public Health in Maine and in York County
 - Successfully leads project development, management, reporting and evaluation while meeting deadlines.
 - Efficiently manages budgets to maintain projected expenses and revenues; able to communicate defined budget goals with staff, partners, and leadership team.
 - Facilitates groups and meetings with a proven ability to solicit participants' ideas, establish a shared understanding, and achieve objectives; comfortable with assisting group differences and conflict with diplomacy and respect.
 - Mission and Vision-focused work style
 - Embraces the use of humor and fun at work while maintaining focus
-

Qualifications and Strengths

- Conducting Community Health Needs Assessments
 - Writing grant proposals, business plans, reports and marketing communications
 - Work plan management
 - Strategic planning and goal development
 - Strong leadership skills
-

Recent Awards and Publications

- **York Hospital's Journey to Population Health, Guidebook to Help Solve Population Health Issues Through Collaboration, CRC Press/Taylor & Francis Group, (Published 2016)**
 - **Choose To Be Healthy Apple Award**, for commitment and dedication to improving community health in Southern York County, June 2016
 - **Counseling Services Inc Kudos! Community Award**, for support of strengthening mental health services in York County, 2013
-

Professional Experience

Executive Director, January 18, 2017 to Present

Joan G. Lovering Health Center – Nonprofit reproductive and sexual health center

Chief executive responsible for the provision of quality medical care, organizational financial stability, human resource management and board development, communications and community engagement

Director of Community & Population Health, January 2000 to July 2016

YORK HOSPITAL, York, Maine – Nonprofit community hospital

Managed team of professionals engaged in public health initiatives including chronic disease and substance abuse prevention grants; managed addiction care program services; led Patient Centered Medical Home Initiative.

Selected Accomplishments:

- Successfully wrote numerous local, state and federal grant requests bringing over \$3 million to hospital service area
- Led the establishment of the local comprehensive community health coalition, Choose To Be Healthy
- Initiated and managed work on multiple public health initiatives including those addressing tobacco use, obesity, and chronic disease and substance abuse prevention
- Established the Patient Centered Medical Home model in all York Hospital primary care practices
- Conducted three community health needs assessment and planning processes
- Led work on York Hospital community health improvement Action Plans
- Successfully re-branded the Choose To Be Healthy Coalition including new logos, tag lines, website and newsletter

Leader for Women, Children, and Family Services, November 1999 – January 2000

YORK HOSPITAL, York, Maine

Responsible for the administration of the Birthing and Pediatric Units, addiction care services and community health programs; reported directly to hospital President.

Selected Accomplishments:

- Expanded Birthing Unit to provide 400 deliveries per year
- Guided 7 providers and a staff of 20 through a change in model of care
- Wrote first successful Healthy Maine Partnership grant proposal; co-wrote first successful Drug Free Communities grant proposal

EXECUTIVE DIRECTOR, 1997 - 1999

WOMEN'S HEALTH CONSORTIUM, Portsmouth, NH – *Member organization of women's health agencies*

Selected Accomplishments:

- Facilitated the collaborative development and implementation of a community-wide plan for the enhancement of women's health
- Doubled network of participating providers; diversified organizational programs and revenues
- Developed model women's cancer screening program

EXECUTIVE DIRECTOR, 1990 - 1996

AVIS GOODWIN COMMUNITY HEALTH CENTER, Somersworth, NH – *Federally funded community health center*

Selected Accomplishments:

- Led community health center through period of unprecedented growth to result in 15,000 annual patient encounters, a \$1.75 million budget, and a staff of 35+ FTEs
- Achieved federal designation of the county as a Medically Underserved Population and as a Health Personnel Shortage Area
- Established primary care services

Technology

Microsoft: Word, Excel, PowerPoint, Publisher; Google Mail & Calendar, Little Green Light, Resource Scheduling

Education

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH

Bachelor of Arts, 1978

- Major: Social Work
- Graduated Summa Cum Laude

Numerous post-graduate workshops and professional conferences focusing on public health, health care, and managerial content

Community Involvement

- | |
|---|
| <ul style="list-style-type: none">• York District Public Health Council, 2008-2016• President, Board of Directors, Eastern Trail Alliance, 2012 – Present• Board of Directors, York Land Trust, 2015 - Present |
|---|

References on Request



Joan G. Lovering
Health Center
Sexual Health, Choice & You

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Deborah Erickson-Irons	Executive Director	\$65,000 each contract year	3% each contract year	\$2031.00 each contract year

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-06)




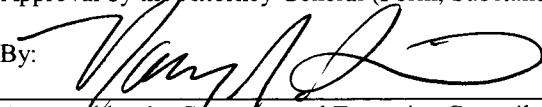
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lamprey Health Care		1.4 Contractor Address 207 South Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number 603-659-2494	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$462,602
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Audrey Ashton-Savage, President	
1.13 Acknowledgement: State of NH, County of Rockingham On <u>Oct. 11, 2017</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]		MICHELLE L. GAUDET, Notary Public My Commission Expires August 2, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace Michelle Gaudet, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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) (if applicable) By:  On: <u>10/30/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

AMS
10/11/17

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

**IEC/BCC – Information, Education, Communication/Behavior Change
Communication**

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.



Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of one thousand six hundred (1,600) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.



Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHSccontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 - Budget Family Planning Funds

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

Bidder/Program Name: Lamprey Health Care, Inc.

Budget Request for: Family Planning
(Name of RFP)

Budget Period: 7/1/17 - 6/30/18

Line Item	Total Program Cost		Contractor Share/Match		Funded by DHS Contract Share	
	Direct Incremental	Indirect Flows	Direct Incremental	Indirect Flows	Direct Incremental	Indirect Flows
1. Total Salary/Wages	\$ 379,195.77	\$ -	\$ 227,179.77	\$ -	\$ 152,016.00	\$ -
2. Employee Benefits	\$ 73,479.85	\$ -	\$ 43,913.85	\$ -	\$ 29,566.00	\$ -
3. Consultants	\$ 15,377.21	\$ -	\$ 15,377.21	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,087.64	\$ -	\$ 1,087.64	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 33,675.93	\$ -	\$ 13,675.93	\$ -	\$ 20,000.00	\$ -
Office	\$ 171.18	\$ -	\$ 171.18	\$ -	\$ -	\$ -
6. Travel	\$ 1,648.93	\$ -	\$ 1,648.93	\$ -	\$ -	\$ -
7. Occupancy	\$ 22,130.56	\$ -	\$ 22,130.56	\$ -	\$ -	\$ -
8. Current Expenses	\$ 1,301.82	\$ -	\$ 1,301.82	\$ -	\$ -	\$ -
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HR/IT Allocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin/Finance Nonsalary Allocation	\$ 2,800.07	\$ -	\$ 2,800.07	\$ -	\$ -	\$ -
	\$ 29,870.88	\$ -	\$ 29,870.88	\$ -	\$ -	\$ -
TOTAL	\$ 560,739.84	\$ -	\$ 359,157.84	\$ -	\$ 201,582.00	\$ -

Initials **AMS**
Date **10/11/17**

**Exhibit B-2 - Budget
TANF Funds**

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

Bidder/Program Name: Lamprey Health Care

Budget Request for: TANF

(Name of RFP)

Budget Period: 7/1/17 - 6/30/18

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS Contract Share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 24,124.83	\$ -	\$ -	\$ -	\$ 24,124.83	\$ -	\$ 24,124.83
2. Employee Benefits	\$ 5,594.17	\$ -	\$ -	\$ -	\$ 5,594.17	\$ -	\$ 5,594.17
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 29,719.00	\$ -	\$ -	\$ -	\$ 29,719.00	\$ -	\$ 29,719.00

Initials ARS
Date 10/11/17

Exhibit B-3 - Budget
Family Planning Funds

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

Bidder/Program Name: Lamprey Health Care

Budget Request for: Family Planning
(Name of RFP)

Budget Period: 7/1/18 - 6/30/19

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS Contract / Match	
	Direct (Contractor)	Indirect (Agency)	Direct (Contractor)	Indirect (Agency)	Direct (Contractor)	Indirect (Agency)
1. Total Salary/Wages	\$ 379,195.77	\$ -	\$ 227,179.77	\$ -	\$ 152,016.00	\$ -
2. Employee Benefits	\$ 73,479.85	\$ -	\$ 43,913.85	\$ -	\$ 29,566.00	\$ -
3. Consultants	\$ 15,377.21	\$ -	\$ 15,377.21	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,087.64	\$ -	\$ 1,087.64	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 33,675.93	\$ -	\$ 13,675.93	\$ -	\$ 20,000.00	\$ -
Office	\$ 171.18	\$ -	\$ 171.18	\$ -	\$ -	\$ -
6. Travel	\$ 1,648.93	\$ -	\$ 1,648.93	\$ -	\$ -	\$ -
7. Occupancy	\$ 22,130.96	\$ -	\$ 22,130.96	\$ -	\$ -	\$ -
8. Current Expenses	\$ 1,301.62	\$ -	\$ 1,301.62	\$ -	\$ -	\$ -
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):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Finance/Admin Nonsalar Allocation	\$ 2,800.07	\$ -	\$ 2,800.07	\$ -	\$ -	\$ -
HR/IT Allocation	\$ 29,870.88	\$ -	\$ 29,870.88	\$ -	\$ -	\$ -
TOTAL	\$ 560,739.84	\$ -	\$ 359,157.84	\$ -	\$ 201,582.00	\$ -

Initials: **AMS**
Date: **10/11/17**

**Exhibit B-4 - Budget
TANF Funds**

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

Bidder/Program Name: Lampry Health Care

Budget Request for: TANF

(Name of RFP)

Budget Period: 7/1/18 - 6/30/19

Line Item	Total Program Costs		Contractor Share / Match		Funded by DHHS contract # 18-01	
	Direct Incremental	Indirect Support	Direct Incremental	Indirect Support	Direct Incremental	Indirect Support
1. Total Salary/Wages	\$ 24,194.12	\$ -	\$ -	\$ -	\$ 24,194.12	\$ -
2. Employee Benefits	\$ 5,524.88	\$ -	\$ -	\$ -	\$ 5,524.88	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 29,719.00	\$ -	\$ -	\$ -	\$ 29,719.00	\$ -

Initials **AMS**
Date **10/11/17**



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. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be 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.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

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



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

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



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

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



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

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

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

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

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

Exhibit G

Contractor Initials

AAS

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

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

Exhibit G

Contractor Initials AS

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

Date 10/11/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

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



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

10/27/17
Date

Lamprey Health Care, Inc.
Name of the Contractor

Audrey Ashton-Savage
Signature of Authorized Representative

Audrey Ashton-Savage
Name of Authorized Representative

President
Title of Authorized Representative

10/11/17
Date



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

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

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

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

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

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

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

Contractor Name: Lamprey Health Care, Inc.

10/11/17
Date

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



FORM A

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

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

New Hampshire Department of Health and Human Services
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

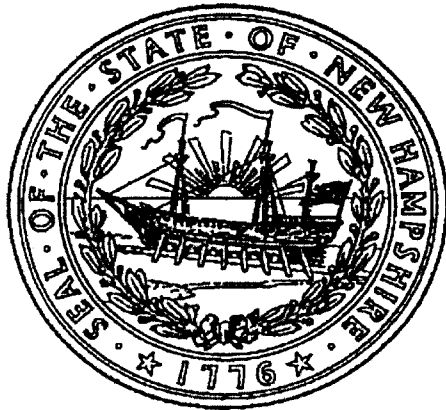
State of New Hampshire

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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/5/2017

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).

PRODUCER License # 1780862 HUB International New England 100 Central Street Suite 201 Holliston, MA 01746	CONTACT NAME: Dan Joyal PHONE (A/C, No, Ext): (774) 233-6208 FAX (A/C, No): E-MAIL ADDRESS: dan.joyal@hubinternational.com																					
INSURED Lamprey Health Care, Inc. 207 South Main Street Newmarket, NH 03857	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B :</td> <td>Atlantic Charter Insurance Company</td> <td>44326</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Philadelphia Indemnity Insurance Company	18058	INSURER B :	Atlantic Charter Insurance Company	44326	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1359277	07/01/2017	07/01/2018	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	\$ 3,000,000
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident)	\$
							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			PHUB591449	07/01/2017	07/01/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA00545405	07/01/2017	07/01/2018	PER STATUTE	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)
New Hampshire Department of Health and Human Services is included as Additional Insured w/ respects to General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

NH DHHS,
 129 Pleasant Street
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

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.

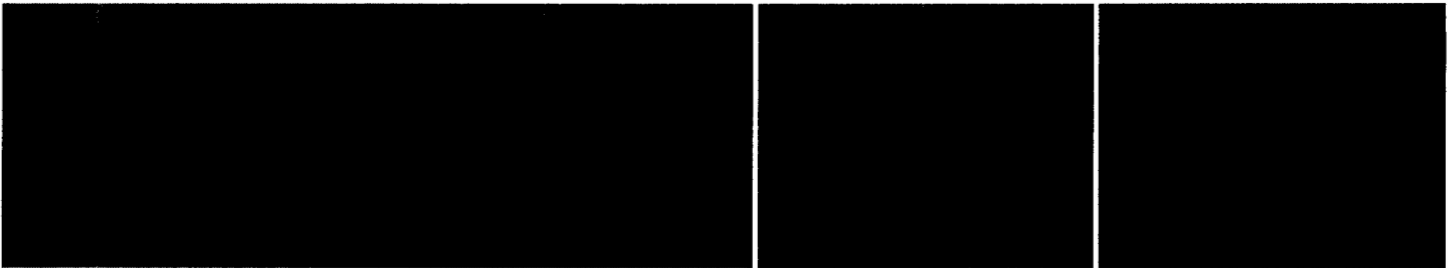
We are committed to **improving the health** and total well-being of our communities.

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>

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>

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	<u>808,457</u>	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>

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 <u>Reported</u>	Reclassification of Donor Restricted <u>Contributions</u>	Balance as of September 30, 2015, as <u>Restated</u>
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 Designated by the governing board Donor restricted, temporarily	\$ 142,495 3,076,599 356,907	\$ 142,427 1,546,525 317,804
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

ASSETS

	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>

LIABILITIES AND NET ASSETS

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

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Restated 2015 Consolidated
	<u> </u>	<u> </u>	<u> </u>
Current assets			
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>
 Total current assets	 3,470,687	 648,716	 4,119,403
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>
 Total assets	 <u>\$11,029,386</u>	 <u>\$ 2,882,099</u>	 <u>\$ 13,911,485</u>

LIABILITIES AND NET ASSETS

Current liabilities			
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>
 Total current liabilities	 1,388,258	 34,086	 1,422,344
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>
 Total liabilities	 <u>2,791,800</u>	 <u>1,102,419</u>	 <u>3,894,219</u>
Net assets			
Unrestricted	7,785,788	1,779,595	9,565,383
Temporarily restricted	<u>451,798</u>	<u>85</u>	<u>451,883</u>
 Total net assets	 <u>8,237,586</u>	 <u>1,779,680</u>	 <u>10,017,266</u>
 Total liabilities and net assets	 <u>\$11,029,386</u>	 <u>\$ 2,882,099</u>	 <u>\$ 13,911,485</u>

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

Consolidating Statement of Operations

Year Ended September 30, 2016

	<u>Lamprey Health Care Inc.</u>	<u>Friends of Lamprey Health Care, Inc.</u>	<u>Eliminations</u>	<u>2016 Consolidated</u>
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
	<u> </u>	<u> </u>	<u> </u>
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

	<u>Lamprey Health Care, Inc.</u>	<u>Friends of Lamprey Health Care, Inc.</u>	<u>Restate 2015 Consolidated</u>
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

Amanda Pears Kelly
Term Ends 2017

Arvind Ranade
Term Ends 2018

Carol LaCross
Term Ends 2018

Elizabeth Crepeau
Immediate Past President
Term ends 2018

Heather Long
Term ends 2019

Raymond Goodman, III
Term ends 2018

Rev. W. Allan Knight
Term Ends 2018

Robert S. Woodward
Term Ends 2019

Wilberto Torres
Term Ends 2019

Edward Nyette
Term Ends 2019

Lara Rice
Term Ends 2020

Landon Gamble
Term Ends 2020

Robert Gilbert
Term Ends 2020

Non-Voting Board Member

Michael Merenda,
Board Member *Emeritus*

Gregory A. White, CPA

Summary

Senior Level Executive with extensive hands-on experience in management, business leadership, and working with boards, banks and other external stake holders. A CPA with an established record of success in Community Health Center management. Strong in budgets, cash forecasts, grants, and team leadership.

Professional Experience

Lamprey Health Care – Newmarket, NH

2013 to present

Chief Executive Officer

- Responsible for the leadership, operation and overall strategic direction of New Hampshire's largest Federally Qualified Health Center.
- Ensuring continuity and high quality primary medical care in three sites, both urban rural, serving over 16,000 patients in 40 communities.
- Leading a high performing senior management team in the direction of over 150 staff and providers.
- Engaging with leaders and stakeholders at the local, state and national levels to ensure that Lamprey is at the forefront of innovative, high quality health care delivery.

Lowell Community Health Center – Lowell, MA

2009 to 2013

Chief Financial Officer

- Responsible for the integrity of financial information and systems for this Federally Qualified Health Center, employing 315 staff and providing over 120,000 visits annually. Upgraded financial and administrative infrastructure to meet requirements during a time of rapid expansion.
- Lead the financing and budget development for a \$42 million capital facility project to include: traditional debt, multiple tax credit sources, federal grants, loan guarantees, and private funds.
- Directed key projects for: 340(b) pharmacy implementation; 403(b) tax deferred savings plan; multiple federal stimulus grants; and revised operating budget development.
- Representative to the Lowell General PHO for managed care contract negotiation
- Recruited and managed a team of five directors to oversee and manage four support and one programmatic department

Manchester Community Health Center – Manchester, NH

1999 to 2009

Chief Financial Officer

- Recruited by the CEO to bring structure and process to the functional areas of the Center's financial operations. Provided direction and oversight to key business areas; General Administration, Patient Registration, Human Resources, FTCA/Legal and Medical Records.
- Responsible for the development of key programs, Corporate Compliance, HIPAA, selection of a new practice management system. Supported Joint Commission accreditation and the implementation of an electronic medical record system.
- Led the development of financing for the Center's new facility.

Gregory A. White, CPA

Greater Lawrence Family Health Center – Lawrence, MA 1993 to 1998

Controller 1997 to 1998

Accounting Manager 1995 to 1997

Senior Accountant/Analyst 1993 to 1995

- Progressively responsible for all day to day financial operations of a Federally Qualified Health Center, including: Accounts Payable, Payroll, General Ledger, Cash Management, Cost Reporting, Patient Accounts, and Financial Reporting. Presented budgets, analysis, projections and periodic reporting to the Board of Directors.
- Key leader for projects involving: selection of new financial accounting software; selection of new practice management system; provider productivity measurement and analysis and group purchasing. Oversaw budget of \$5 million construction project.
- Developed reimbursement model for an innovative Family Practice Residency program.

Alexander, Aronson, Finning & Co., CPA's – Westborough, MA 1990 to 1993

Staff Accountant/Auditor

Education & Professional Affiliations

Babson College, Wellesley, MA

BS, Accounting - 1990

Commonwealth of Massachusetts

Certified Public Accountant- 1996

Healthcare Financial Management Association

Certified Healthcare Financial Professional - 2008

National Association of CHC's

Excel Leadership Program - 2003

National Registry of Emergency Medical Technicians

EMT - N.H. license number 18991-I

Boards, Advisory & Volunteer Experience

Massachusetts League of Community Health Centers – Special Finance Committee

NH Health Access Network – Administrative & Training Committee

Community Health Access Network – Board of Directors, Finance Committee

Bi-State Primary Care Association – Capital Finance & Sustainability, Prospective Payment

The Way Home – Manchester, NH - Board of Trustees – Treasurer

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

Gregory A. White, CPA

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)**

- Served in a variety of capacities from audit staff to audit senior on the Healthcare Audit Team for a major public accounting firm in Boston, MA.

- Planned, organized and supervised audits on a variety of healthcare engagements.
- Served as a member of the initial DH+S team for Brigham and Women's Hospital and New England Deaconess Hospital engagements.

Education

Master of Science in Accounting **1982**
 Northeastern University Graduate School of Professional Accounting, Boston, MA

Bachelor of Arts - Economics **1980**
 Tufts University, Medford, MA

Current Certifications/Affiliations

Healthcare Finance Management Association (HFMA)

Fellow of Healthcare Financial Management Association (FHFMA) 2007-Present

Certified Healthcare Finance Professional with Specialty in Physician Practices (1984-Present)

NHVT Executive Board (All positions, 2008-2012)

Certification Committee Co-Chair (2005-2008)
 Received Yerger Award for Innovation (2007)

Newsletter Committee (2005-2008)
 Authored several articles for the Chapter-s bi-monthly newsletter

Education Committee (2004-2008)
 Presenter for four separate HFMA and MGMA Education Sessions
 Co-Coordinator for a minimum of two sessions per year

Certified Public Accountant (1984-Present)

Commonwealth of Massachusetts	1984-1997
State of Colorado	1997-2001
State of New Hampshire	2001-Present

Speaking Engagements

Healthcare Financial Management Association	
HFMA Core Coaching Preparation Course	August 2008
	September 2009
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

Alice Peck Day Health System

Finance Topics for the Non-Financial Manager Monthly Lunch and Learns

River Valley Community College

Adjunct Faculty for “Healthcare Accounting and Finance” Sept 2015 – Dec 2015

Nicole M. Watson, BSN, RN

Professional Experience Summary:

- **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:

- NNESHM – Northern New England Society for Health Care Risk Management
- NHPHA – New Hampshire Public Health Association

Education

University of New Hampshire – Bachelor of Science in Nursing 1969
- Graduated Cum Laude
Graduate level courses

Patricia A. Mason

Education: St. Joseph's School of Nursing, Nashua, NH
Continental Acadmie of Hair, Hudson, NH

Activities 2005 to Present: Greater Nashua Medical Reserve Corps
And 2006 to Present: Disaster Medical Assistant Team DMAT-MA2

Awards: 2003 to Present: Bridges Domestic Violence/Assault Victims Advocate
1987 to Present: American Heart Basic Life Support Instructor
1984 to 2006: Call Firefighter/EMT-Intermediate Hudson Fire Dept.
2003: Governor's Citation for Performance in the line of duty
2005 Town of Hudson Fire Chief's award

EXPERIENCE

1/02 – Present **Lamprey Health Care - Nashua, N.H.**
Women's Health and Family Planning Coordinator: Act as the administrative officer for women's health services. Responsible for the supervision, program and budgetary management of the Family Planning and Teen clinic programs, Outreach programs and Prenatal care services. Monitor compliance with state and federal standards, policies, guidelines and grant conditions. Assist with Family Planning and Prenatal work plans. Obtain and document all pertinent medical and social history on all new prenatal patients and coordinate laboratory testing. Assist the physician and mid-level providers in coordinating patient care. Maintain a prenatal data base and perform audits. Set up and oversee weekly High Risk review meetings. Supervision and management of The Teen To Teen clinic, an Adolescent Contraceptive Health program. Provide HIV counseling and blood draws for this clinic. Administer injections and medication as directed. Perform Annual CPR recertification for employees along with Lactation counseling and domestic violence counseling as needed. Act as the Emergency Management Director for our site.

11/03–Present **Bridges, Nashua, N.H.**
Crisis Intervention Advocate. Answer the Domestic Violence/Rape and Assault crisis phone line 12 hours per month.

4/05 – Present **Greater Nashua Medical Reserve Corps, Nashua, N.H.**
Attend monthly meetings for training/information purposes. Volunteer for community Events/Disaster relief efforts. Prepare for local catastrophic events.

2006-Present **Disaster Medical Assistance Team – DMAT-MA2**
Respond as activated to locations in the United States that have had disasters and are in need of medical aid. This team also provides the medical services for large gatherings such as the Boston Marathon, Boy Scout Jamboree, Presidential Conventions etc.

12/84 – 2006 **Emergency Medical Technician Intermediate/Career Level Fire Fighter, Hudson**
Fire Department, Hudson, N.H. Perform emergency medical care and transportation of patients to Emergency Departments along with the duties of a firefighter.

**LICENSURE/
CERTIFICATIONS** State of N.H. Licensed Practical Nurse, Manual Cardiac Defibrillation, American Heart Association CPR Instructor, State of N.H. Cosmetology, Certified In I.V Therapy, Phlebotomy, Emergency Pharmacology, Career Level Firefighter, Lactation Consultant, Domestic Violence and Sexual Assault Advocate, State of N.H. Notary.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Gregory White	Chief Executive Officer	191,630	0	0
Evalie Crosby	Chief Financial Officer	144,199	0	0
Nicole Watson	Clinical Director	100,999	6.65508%	\$6,721.57
Patricia Mason	Family Planning Coordinator	46,998	51.27082%	\$24,096.26

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-07)




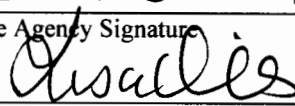
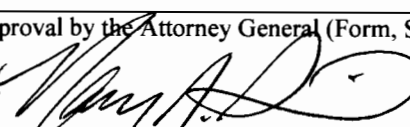
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-626-9500	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$265,086
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kris McCracken, President/CEO	
1.13 Acknowledgement: State of New Hampshire County of Hillsborough On October 12, 2017, 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 <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  [Seal] </div> <div style="width: 35%; text-align: center;">  </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Sarah Gibson, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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) (if applicable) By:  On: 10/30/2017			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials 
Date 10/12/17

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

**IEC/BCC – Information, Education, Communication/Behavior Change
Communication**

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

KA
10/2/17



Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of six hundred fifty (650) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

[Handwritten Signature]
[Handwritten Date: 1/17/18]



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.

KA
10/2/17



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

[Handwritten Signature]
Date 10/2/17



Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.


10/12/17



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHSccontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

kw
10/12/17

Exhibit B-1 - Budget Family Planning Funds

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

Bidder/Program Name: Manchester Community Health Center

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

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance
1. Total Salary/Wages	\$ 86,868.54	\$ 9,652.06	\$ 77,216.48	\$ 86,868.54	\$ 9,652.06	\$ 77,216.48	\$ 86,868.54	\$ 9,652.06	\$ 77,216.48
2. Employee Benefits	\$ 18,834.30	\$ 2,092.70	\$ 16,741.60	\$ 18,834.30	\$ 2,092.70	\$ 16,741.60	\$ 18,834.30	\$ 2,092.70	\$ 16,741.60
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy	\$ 2,207.09	\$ 180.71	\$ 2,026.38	\$ 2,207.09	\$ 180.71	\$ 2,026.38	\$ 2,207.09	\$ 180.71	\$ 2,026.38
Medical	\$ 909.09	\$ 90.91	\$ 818.18	\$ 909.09	\$ 90.91	\$ 818.18	\$ 909.09	\$ 90.91	\$ 818.18
Office	\$ 272.73	\$ 27.27	\$ 245.46	\$ 272.73	\$ 27.27	\$ 245.46	\$ 272.73	\$ 27.27	\$ 245.46
6. Travel	\$ 378.71	\$ 213.88	\$ 164.83	\$ 378.71	\$ 213.88	\$ 164.83	\$ 378.71	\$ 213.88	\$ 164.83
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications	\$ 454.54	\$ 45.45	\$ 409.09	\$ 454.54	\$ 45.45	\$ 409.09	\$ 454.54	\$ 45.45	\$ 409.09
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory)									
TOTAL	\$ 109,925.00	\$ 12,302.99	\$ 97,622.01	\$ 109,925.00	\$ 12,302.99	\$ 97,622.01	\$ 109,925.00	\$ 12,302.99	\$ 97,622.01

Indirect As A Percent of Direct 11.2%

Exhibit B-1 Budget

\$

Initials

Date

pk
Date 10/12/17

Exhibit B-2 - Budget TANF Funds

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

Bidder/Program Name: Manchester Community Health Center

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

Budget Period: July 1, 2017 - June 30, 2018

Line Item	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1. Total Salary/Wages	17,472.11	1,941.35	19,413.46	1,941.35	17,472.11	1,941.35	17,472.11	1,941.35	17,472.11	1,941.35	17,472.11	1,941.35	17,472.11
2. Employee Benefits	3,260.30	362.26	3,622.56	362.26	3,260.30	362.26	3,260.30	362.26	3,260.30	362.26	3,260.30	362.26	3,260.30
3. Consultants	-	-	-	-	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
5. Supplies:	-	-	-	-	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-	-	-	-	-
6. Travel	-	-	-	-	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Software	-	-	-	-	-	-	-	-	-	-	-	-	-
9. Marketing/Communications	-	-	-	-	-	-	-	-	-	-	-	-	-
10. Staff Education and Training	1,885.59	188.56	2,074.15	188.56	1,885.59	188.56	1,885.59	188.56	1,885.59	188.56	1,885.59	188.56	1,885.59
11. Staff Education and Training	-	-	-	-	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	22,815.00	2,492.17	25,110.17	2,492.17	22,815.00	2,492.17	22,815.00	2,492.17	22,815.00	2,492.17	22,815.00	2,492.17	22,815.00

11.0%

Indirect As A Percent of Direct

\$

Initials: *fel*
Date: *6/27/17*

Exhibit B-3 - Budget Family Planning Funds

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

Bidder/Program Name: Manchester Community Health Center

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

Budget Period: July 1, 2018 - June 30, 2019

Line Item	Budget	Actual	Variance	Budget	Actual	Variance
1. Total Salary/Wages	\$ 86,868.54	\$ 9,652.06	\$ 77,216.48	\$ 86,868.54	\$ 9,652.06	\$ 77,216.48
2. Employee Benefits	\$ 18,834.30	\$ 2,092.70	\$ 16,741.60	\$ 18,834.30	\$ 2,092.70	\$ 16,741.60
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 2,207.09	\$ 180.71	\$ 2,026.38	\$ 2,207.09	\$ 180.71	\$ 2,026.38
Medical	\$ 909.09	\$ 90.91	\$ 818.18	\$ 909.09	\$ 90.91	\$ 818.18
Office	\$ 272.73	\$ 27.27	\$ 245.46	\$ 272.73	\$ 27.27	\$ 245.46
6. Travel	\$ 378.71	\$ 213.88	\$ 164.83	\$ 378.71	\$ 213.88	\$ 164.83
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 454.54	\$ 45.45	\$ 409.09	\$ 454.54	\$ 45.45	\$ 409.09
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 109,925.00	\$ 12,302.99	\$ 97,622.01	\$ 109,925.00	\$ 12,302.99	\$ 97,622.01
Indirect As A Percent of Direct		11.2%				

Initials: AK
Date: 10/15/17

**Exhibit B-4 - Budget
TANF Funds**

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

Bidder/Program Name: Manchester Community Health Center

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

Budget Period: July 1, 2018 - June 30, 2019

Line Item	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019
1. Total Salary/Wages	\$ 17,472.11	\$ 1,941.35	\$ 19,413.46	\$ 1,941.35	\$ 17,472.11	\$ 1,941.35	\$ 17,472.11	\$ 1,941.35	\$ -	\$ 17,472.11
2. Employee Benefits	\$ 3,260.30	\$ 362.26	\$ 3,622.56	\$ 362.26	\$ 3,260.30	\$ 362.26	\$ 3,260.30	\$ 362.26	\$ -	\$ 3,260.30
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,885.59	\$ 188.56	\$ 2,074.15	\$ 188.56	\$ 1,885.59	\$ 188.56	\$ 1,885.59	\$ 188.56	\$ -	\$ 1,885.59
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 22,818.00	\$ 2,492.17	\$ 25,110.17	\$ 2,492.17	\$ 22,818.00	\$ 2,492.17	\$ 22,818.00	\$ 2,492.17	\$ -	\$ 22,818.00

Indirect As A Percent of Direct 11.0%

\$

Initials: JS
Date: 10/12/17



SPECIAL PROVISIONS

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

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

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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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Date 10/12/17



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.

Yan
10/11/14



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. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be 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.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

Yan
10/12/17



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

vm
10/26/17



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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10/12/11



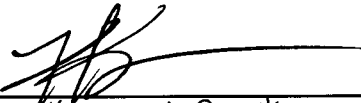
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name: Manchester Community Health Center

10/12/17
Date


Name: Kris McCracken
Title: President/CEO

Contractor Initials KM
Date 10/24/17



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Manchester Community Health Center

10/12/17
Date

Name: Kris McCracken
Title: President/CEO

Contractor Initials:
Date: 10/12/17



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

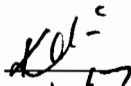
LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Manchester Community Health Center

10/12/17
Date


Name: M. McCracken
Title: President/CEO

Contractor Initials: 
Date: 10/12/17



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

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

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

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

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

Exhibit G

Contractor Initials

pa

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

Date

10/17/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Manchester Community Health Center

10/12/17
Date


Name: Chris McCracken
Title: President/CEO

Exhibit G

Contractor Initials

KW

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

Date 10/12/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


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

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

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

Contractor Name: Manchester Community Health Center

10/17/17
Date


Name: Chris McCracken
Title: President/CEO

Contractor Initials YAC
Date 10/17/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

[Handwritten Signature]
[Handwritten Date: 10/12/17]



Exhibit I

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

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

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

YLL
10/12/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

[Handwritten Signature]
[Handwritten Date: 10/17/17]



Exhibit I

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

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

Department of Health and Human Services
The State

Chasellie
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

10/27/17
Date

Manchester Community Health Center
Name of the Contractor

[Signature]
Signature of Authorized Representative

Kris McCracken
Name of Authorized Representative

President/CEO
Title of Authorized Representative

10/17/17
Date



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

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

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

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

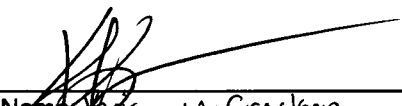
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: Manchester Community Health Center

Date 10/12/17


Name: Chris McCracken
Title: President/CEO



FORM A

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

1. The DUNS number for your entity is: 92864937
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

[Handwritten Signature]
10/12/17




DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure


Date 10/14/17

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



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

[Handwritten Signature]
[Handwritten Date: 1/12/17]


CERTIFICATE OF VOTE

I, Gerri Provost, Secretary of the Board of Directors, do hereby certify that:

1. I am a duly elected Officer of Manchester Community Health Center.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on October 10, 2017:

RESOLVED: That the President/CEO is hereby authorized on behalf of this Agency to enter into the said contract with the State of New Hampshire 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 in effect as the 12th day of October, 2017.
4. Kris McCracken is the duly elected President/CEO of the Agency.



(Signature of the Secretary of the Board of Directors)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 12th day of October, 2017, by Gerri Provost.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: 9/7/21

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER COMMUNITY HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. 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: 175115



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 black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



MANCCOM-01

LMICHALS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2017

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).

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: Lorraine Michals, CIC		
	PHONE (A/C, No, Ext): (603) 716-2362	FAX (A/C, No): (603) 622-2854	
	E-MAIL ADDRESS: lmicahls@clarkinsurance.com		
INSURED		INSURER(S) AFFORDING COVERAGE	NAIC #
Manchester Community Health Center MCHC 145 Hollis Street Manchester, NH 03101		INSURER A : Selective Insurance Co of South Carolina	19259
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S2291045-00	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2291045-00	11/01/2017	11/01/2018	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			S2291045-00	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC9057737-00	11/01/2017	11/01/2018	<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

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

CERTIFICATE HOLDER NH Department of Health & Human Services 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



Mission, Vision and Core Values

Mission

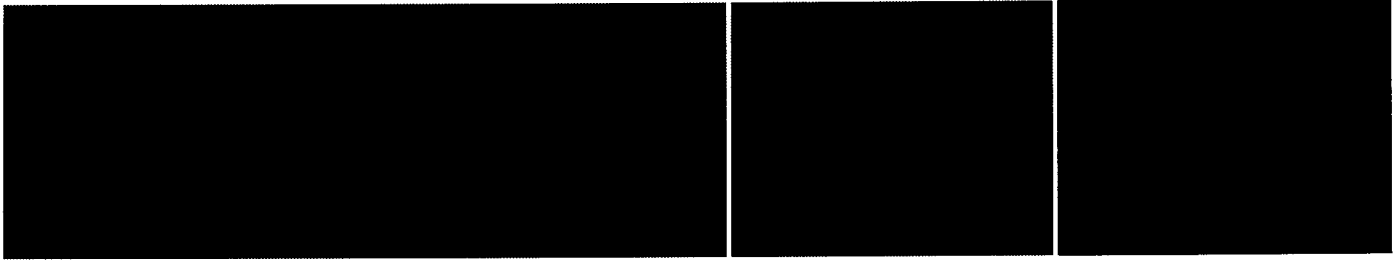
To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

Vision

MCHC will become the provider of choice for comprehensive primary health care by achieving the triple aim of better health outcomes, better patient care, and lowered costs through using innovative care models and strong community partnerships. MCHC will meet our mission by using evidence-based care that is patient-centered, engages families, removes barriers, and promotes well-being and healthy lifestyles through patient empowerment and education.

Core Values

We will promote wellness, provide exceptional care, and offer outstanding services so that our patients achieve and maintain their best possible health. We will do this through fostering an environment of respect, integrity and caring for all stakeholders in our organization.



FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Directors
Manchester Community Health Center

We have audited the accompanying financial statements of Manchester Community Health Center, 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 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 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 Manchester Community Health Center as of June 30, 2016 and 2015, and the 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
December 6, 2016

MANCHESTER COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Current assets		
Cash and cash equivalents	\$ 1,024,773	\$ 456,651
Patient accounts receivable, less allowance for uncollectible accounts of \$1,391,757 in 2016 and \$608,028 in 2015	2,055,686	1,934,418
Other receivables	566,395	492,426
Prepaid expenses	<u>120,052</u>	<u>95,958</u>
Total current assets	3,766,906	2,979,453
Investment in limited liability company	16,203	500
Assets limited as to use	150,000	75,000
Property and equipment, net	<u>3,796,129</u>	<u>3,892,785</u>
Total assets	<u>\$ 7,729,238</u>	<u>\$ 6,947,738</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 484,037	\$ 326,795
Accrued payroll and related expenses	934,203	621,736
Current maturities of long-term debt	<u>51,049</u>	<u>43,176</u>
Total current liabilities	1,469,289	991,707
Long-term debt, less current maturities	<u>1,258,264</u>	<u>1,314,140</u>
Total liabilities	<u>2,727,553</u>	<u>2,305,847</u>
Net assets		
Unrestricted	4,318,627	3,964,859
Temporarily restricted	581,700	575,674
Permanently restricted	<u>101,358</u>	<u>101,358</u>
Total net assets	<u>5,001,685</u>	<u>4,641,891</u>
Total liabilities and net assets	<u>\$ 7,729,238</u>	<u>\$ 6,947,738</u>

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Operating revenue		
Patient service revenue	\$ 9,284,028	\$ 6,712,836
Provision for bad debts	<u>(1,098,074)</u>	<u>(231,869)</u>
Net patient service revenue	8,185,954	6,480,967
Grants and contracts	6,397,842	4,484,372
Other operating revenue	154,857	99,152
Net assets released from restrictions for operations	<u>539,958</u>	<u>648,831</u>
Total operating revenue	<u>15,278,611</u>	<u>11,713,322</u>
Operating expenses		
Salaries and benefits	10,658,870	7,878,279
Other operating expense	4,221,587	3,418,199
Depreciation	311,809	287,621
Interest expense	<u>38,875</u>	<u>44,809</u>
Total operating expenses	<u>15,231,141</u>	<u>11,628,908</u>
Operating income	<u>47,470</u>	<u>84,414</u>
Other revenues and gains		
Contributions	209,687	105,518
Contribution received in acquisition of Child Health Services	-	1,133,495
Investment income	984	962
Equity in earnings from limited liability company	<u>15,703</u>	<u>-</u>
Total other revenues and gains	<u>226,374</u>	<u>1,239,975</u>
Excess of revenues over expenses	273,844	1,324,389
Grants for capital acquisition	<u>79,924</u>	<u>-</u>
Increase in unrestricted net assets	<u>\$ 353,768</u>	<u>\$ 1,324,389</u>

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

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Unrestricted net assets		
Excess of revenues over expenses	\$ 273,844	\$ 1,324,389
Grants for capital acquisition	<u>79,924</u>	<u>-</u>
Increase in unrestricted net assets	<u>353,768</u>	<u>1,324,389</u>
Temporarily restricted net assets		
Contributions	545,984	679,346
Contribution received in acquisition of Child Health Services	-	297,422
Net assets released from restrictions for operations	<u>(539,958)</u>	<u>(648,831)</u>
Increase in temporarily restricted net assets	<u>6,026</u>	<u>327,937</u>
Permanently restricted net assets		
Contribution received in acquisition of Child Health Services	<u>-</u>	<u>101,358</u>
Increase in permanently restricted net assets	<u>-</u>	<u>101,358</u>
Change in net assets	359,794	1,753,684
Net assets, beginning of year	<u>4,641,891</u>	<u>2,888,207</u>
Net assets, end of year	<u>\$ 5,001,685</u>	<u>\$ 4,641,891</u>

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

MANCHESTER COMMUNITY HEALTH CENTER

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	\$ 359,794	\$ 1,753,684
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Provision for bad debts	1,098,074	231,869
Depreciation	311,809	287,621
Contribution received in acquisition of Child Health Services	-	(1,375,281)
Equity in earnings from limited liability company	(15,703)	-
(Increase) decrease in the following assets		
Patient accounts receivable	(1,219,342)	(1,201,230)
Other receivables	(73,969)	218,789
Prepaid expenses	(24,094)	3,518
Increase in the following liabilities		
Accounts payable and accrued expenses	157,242	24,828
Accrued payroll and related expenses	<u>312,467</u>	<u>36,922</u>
Net cash provided (used) by operating activities	<u>906,278</u>	<u>(19,280)</u>
Cash flows from investing activities		
Increase in board-designated reserves	(75,000)	(25,000)
Capital expenditures	<u>(215,153)</u>	<u>(160,297)</u>
Net cash used by investing activities	<u>(290,153)</u>	<u>(185,297)</u>
Cash flows from financing activities		
Payments on long-term debt	<u>(48,003)</u>	<u>(6,401)</u>
Net increase (decrease) in cash and cash equivalents	568,122	(210,978)
Cash and cash equivalents, beginning of year	<u>456,651</u>	<u>667,629</u>
Cash and cash equivalents, end of year	\$ <u>1,024,773</u>	\$ <u>456,651</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 38,875	\$ 44,809
Capital assets received in acquisition of Child Health Services	-	1,127,203
Net other non-cash assets received and liabilities assumed in acquisition of Child Health Services	-	248,078

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

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

1. Summary of Significant Accounting Policies

Organization

Manchester Community Health Center (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive family oriented primary healthcare services which meet the needs of a diverse community, regardless of age, ethnicity or income.

On November 1, 2014, the Organization acquired Child Health Services (CHS), a New Hampshire non-profit corporation.

Child Health Services Acquisition

On November 1, 2014 (the acquisition date), the Organization acquired CHS. CHS is a community health clinic that provides primary care, family planning, ancillary and specialty services, and special medical services to children, teenagers, and young adults. The services previously provided by CHS were subsequently provided by the Organization.

In accordance with the acquisition agreement, CHS's endowment fund was not transferred to the Organization. The surviving CHS entity amended its organizing documents to reflect a change in name to Children's Public Health Fund (Fund) and a change in purpose to support the child health and welfare services of Manchester Community Health Center. In addition, the Fund will manage the endowment, perform fundraising for the endowment (in consultation and coordination with the Organization), and grant funds to the Organization from the income generated by the endowment. The Fund's board membership is independent from the Organization's board membership.

The following table summarizes the amounts of the assets acquired and liabilities assumed at the acquisition date.

Financial assets	\$ 156,994
Receivables	462,800
Other current assets	16,820
Property and equipment	1,127,203
Liabilities	<u>(231,542)</u>
Inherent contribution received	<u>\$ 1,532,275</u>

The Organization acquired CHS by means of an inherent contribution where no consideration was transferred by the Organization. The Organization accounted for this business combination by applying the acquisition method, and accordingly, the inherent contribution received was valued as the excess of assets acquired over liabilities assumed. In determining the inherent contribution received, all assets acquired and liabilities assumed were measured at fair value as of the acquisition date.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

The following table summarizes the inherent contribution received by net asset classification.

Unrestricted	\$ 1,133,495
Temporarily restricted	297,422
Permanently restricted	<u>101,358</u>
Inherent contribution received	<u>\$ 1,532,275</u>

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 generally 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 exclude amounts whose use is limited by Board designation.

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 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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2016</u>	<u>2015</u>
Balance, beginning of year	\$ 608,028	\$ 375,000
Provision	1,098,074	231,869
(Write-offs)/recovery	<u>(314,345)</u>	<u>1,159</u>
Balance, end of year	<u>\$ 1,391,757</u>	<u>\$ 608,028</u>

The increase in the allowance and the provision is primarily the result of provider credentialing challenges which resulted in uncollectible receivable balances.

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 members who 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 \$16,203 and \$500 at June 30, 2016 and 2015, respectively.

Assets Limited as to Use

Assets limited as to use consist of cash and cash equivalents and represent assets designated by the board for future capital needs.

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, with the exception of assets acquired with restricted grants as described below.

MANCHESTER COMMUNITY HEALTH CENTER

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. Restricted grants received for capital acquisitions prior to July 1, 2015 are released from restriction over the life of the related acquired assets in accordance with the reporting of the depreciation expense. Restricted grants released are reported as unrestricted revenue and support. Effective July 1, 2015, restricted grants received for capital acquisitions are reported as temporarily restricted net assets in the period received, and expirations of those donor restrictions are reported when the acquired long-lived assets are placed in service and donor-imposed restrictions are satisfied.

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 unconditionally 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 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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to 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 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. Contracted expenses and drug costs 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.

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	\$13,439,463	\$10,047,705
Administrative and general	1,619,871	1,440,079
Fundraising	<u>171,807</u>	<u>141,124</u>
Total	<u>\$15,231,141</u>	<u>\$11,628,908</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).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 6, 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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

2. Property and Equipment

Property and equipment consists of the following:

	<u>2016</u>	<u>2015</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	3,877,039	3,870,043
Furniture and equipment	<u>1,545,895</u>	<u>1,394,731</u>
 Total cost	 5,503,934	 5,345,774
Less accumulated depreciation	<u>1,764,795</u>	<u>1,452,989</u>
 Construction-in-process	 3,739,139 <u>56,990</u>	 3,892,785 <u>-</u>
 Property and equipment, net	 <u>\$ 3,796,129</u>	 <u>\$ 3,892,785</u>

3. Line of Credit

The Organization has a \$1,000,000 line-of-credit demand note with a local banking institution. The line of credit is collateralized by all assets and a second mortgage on the Organization's real property. The interest rate is LIBOR plus 3.5% (3.95% at June 30, 2016). There was no outstanding balance on the line of credit at June 30, 2016 and 2015.

4. Long-Term Debt

Long-term debt consists of the following:

	<u>2016</u>	<u>2015</u>
Note payable, with a local bank (see terms below)	\$ 1,284,696	\$ 1,327,316
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of \$513, including interest at 1.00%, due July 2020, collateralized by all business assets	<u>24,617</u>	<u>30,000</u>
 Total long-term debt	 1,309,313	 1,357,316
Less current maturities	<u>51,049</u>	<u>43,176</u>
 Long-term debt, less current maturities	 <u>\$ 1,258,264</u>	 <u>\$ 1,314,140</u>

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

The Organization has a promissory note with RBS Citizens, N. A. (Citizens) for the purchase of the medical and office facility in Manchester, New Hampshire. The note is collateralized by the real estate. The note is a five-year balloon note due December 1, 2018 to be paid at the amortization rate of 25 years. The note is borrowed at a variable interest rate with margins adjusted annually on July 1 based on the Organization's achievement of two operating performance milestones (2.8667% at June 30, 2016). NHHEFA is participating in the lending for 30% of the promissory note. Under the NHHEFA program, the interest rate on that portion is approximately 30% of the interest rate charged by Citizens.

The Organization is required to meet an annual minimum working capital and debt service coverage as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization is in compliance with all loan covenants at June 30, 2016.

Scheduled principal repayments of long-term debt for the next five years are as follows:

2017	\$ 51,049
2018	52,374
2019	1,199,257
2020	6,115
2021	518

5. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following as of June 30:

	<u>2016</u>	<u>2015</u>
Temporarily restricted		
Program services	\$ 74,280	\$ 87,641
Child health services	356,884	349,494
Capital improvements (expended)	93,546	138,539
Capital improvements (not yet in service)	<u>56,990</u>	<u>-</u>
Total	<u>\$ 581,700</u>	<u>\$ 575,674</u>
Permanently restricted		
Working capital	<u>\$ 101,358</u>	<u>\$ 101,358</u>

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

6. Patient Service Revenue

Patient service revenue follows:

	<u>2016</u>	<u>2015</u>
Medicare	\$ 824,444	\$ 516,851
Medicaid	5,824,163	4,816,637
Patient and patient health insurance	<u>1,832,738</u>	<u>820,883</u>
Medical patient service revenue	8,481,345	6,154,371
340B pharmacy revenue	<u>802,683</u>	<u>558,465</u>
Total patient service revenue	<u>\$ 9,284,028</u>	<u>\$ 6,712,836</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.

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, 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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 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 \$1,803,834 and \$1,264,656 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 403(b) that covers substantially all employees. The Organization contributed \$266,304 and \$195,365 for the years ended June 30, 2016 and 2015, respectively.

8. 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	15 %	6 %
Medicaid	46 %	67 %
Other	<u>39 %</u>	<u>27 %</u>
	<u>100 %</u>	<u>100 %</u>

9. 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.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2016 and 2015

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2017	\$ 338,327
2018	293,878
2019	113,624
2020	71,955
2021	73,016
Thereafter	<u>207,106</u>
Total	<u>\$ 1,097,906</u>

KATHLEEN DAVIDSON	Quality Improvement	Director	11/4/2014	November, 2017	11/04/23
	Personnel				
BARBARA LABONTE	Finance (CHAIR)	Treasurer	6/25/2014	June, 2017	06/25/23
	Executive				
DOMINIQUE A. RUST	Executive (CHAIR)	President	4/6/2010	Term ends 4/6/19	04/06/19
	Finance				
TONI PAPPAS	Marketing & Dev (CHAIR)	Director	2/2/2010	Term ends 2/2/19	02/02/19
GERRI PROVOST	Finance	Secretary	11/4/2008	Term ends 11/4/17	11/04/17
	Executive				
MUKHTAR IDHOW	Quality Improvement	Director	4/6/2010	Term ends 4/6/19	04/06/19
IDOWU EDOKPOLO	Strategic Planning	Director	11/19/2013	November, 2019	11/19/21
PARSU NEPAL		Director	3/7/2017	March, 2020	03/07/26
CATHERINE MARSELLOS	Strategic Planning	Director	6/2/2015	June, 2018	06/02/24
	Quality Improvement				
ALEIDA GALINDO	Marketing & Dev	Director	6/2/2015	June, 2018	06/02/24
	Quality Improvement				
PHILLIP ADAMS		Director	6/21/2016	June, 2019	6/21/2025
SOM GURUNG		Director	3/7/2017	March, 2020	03/07/26
RAJESH KOIRALA		Director	3/7/2017	March, 2020	03/07/26
KERRI ARAMINI		Director	4/4/2017	April, 2020	04/04/20
LINDA LANGSTEN	Personnel	Director	7/11/2017	July, 2020	7/11/2026
DAWN MCKINNEY		Director	7/11/2017	July, 2020	7/11/2026

Manchester Community Health Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
J. Gavin Muir, MD	Chief Medical Officer	\$286,645.00	23.56%	\$12,168.90
Kris McCracken	Chief Executive Officer	\$189,173.00	0%	\$0.00
Janet Langlois*	Chief Financial Officer	\$126,585.00	0%	\$0.00
Diane Trowbridge	Chief Operating Officer	\$119,935.00	17.48%	\$6,861.24
Lisa DiBrigida, MD	Associate Medical Director, Pediatrics	\$136,246.00	0%	\$0.00

*begins October 16, 2017

J. Gavin Muir, M.D.

(603) 935-5223 - work

EXPERIENCE

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Chief Medical Officer, Staff Physician September 2013 – present
Chair Quality Improvement Committee

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Quality Director, Staff Physician March 2011 – September 2013
Chair Quality Improvement Committee

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Medical Director, August 2000 – March 2011
Manage, schedule and supervise 11 providers. Co-chair Quality Improvement Committee.
Serve as provider staff liaison to MCHC Board and Senior Management.

MANCHESTER COMMUNITY HEALTH CENTER, Manchester, NH
Staff Physician, August 1998 – August 2000

COLORADO MENTAL HEALTH INSTITUTE, Pueblo, CO
Medical Staff Physician, 1997 - 1998

PRO ACTIVE MEDICAL CENTER, Pueblo, CO
Medical Staff Physician, 1997 - 1998

SPECTRUM HEALTH CENTER, Colorado Springs, CO
Urgent Care Physician, 1997 – 1998

EDUCATION

SOUTHERN COLORADO FAMILY PRACTICE RESIDENCY, Pueblo, CO
Graduated Board Eligible, June 1998
Completed Advanced Training Track for high-risk and operative obstetrics

TEMPLE UNIVERSITY SCHOOL OF MEDICINE, Philadelphia, PA
M.D. May 1995
Captain & President, Temple University School of Medicine Rugby Football Club

PRINCETON UNIVERSITY, Princeton, NJ
M.S. May 1991
Princeton University Rowing Eastern Sprints Champion 1988
Princeton University Rowing Henley Regatta Participant 1988

LICENSURE &

- New Hampshire State Medical License

- CERTIFICATION**
- DEA Certification
 - AAFP Board Certified
 - Advanced Cardiac Life Support (ACLS)
 - Basic Life Support (BLS)
 - Neonatal Advanced Life Support (NALS)
 - Advanced Life Support in Obstetrics (ALSO)

**PROFESSIONAL
MEMBERSHIPS**

- The American Academy of Family Physicians, 1992 – present
- American Medical Association, 1991 – present
- New Hampshire Medical Society, 1998 – present

PERSONAL

Married. Three year old daughter. Enjoy camping, hiking, skiing and outdoor activities.

Kristen McCracken, MBA

Objective

To work for an organization with a clear vision, philanthropic community involvement, well-respected leadership, a strong strategic plan, and a corporate culture that is motivating and inclusive.

Education

Undergraduate Degree: 1991 Mt. Holyoke College, Major: Psychology, Minor: Latin American Studies

Graduate Degree: 2000 Rivier College, MBA Health Care Administration

Summary of Qualifications

Areas of Experience:

- Community Health
- Primary Care
- Behavioral Health
- Electronic Medical Records
- Substance Abuse, HIV/AIDS
- Domestic Violence
- Rape Crisis
- Culturally Diverse Populations
- Federally Funded Programs
- Joint Commission Accreditation
- Fundraising
- Board of Directors

Skill Sets:

- Operations Management
- Strategic Planning
- Budget Development
- Grant Writing/Report Management
- Group Facilitation
- Regulatory Compliance
- Staff Supervision
- Project Management
- Quality Improvement/Data Mgmt.
- Community Collaboration
- Facilities Oversight
- Program Development

Professional Experience

2013-Present: **President and CEO**- Manchester Community Health Center

- Oversee all service programs provided by MCHC to ensure that client needs are met and quality standards are maintained and monitored in an efficient, cost effective manner by: supervising program personnel; annually assessing relevance of current programs to community needs; achieving and maintaining appropriate accreditation and/or licenses for programs.
- Ensure that MCHC services are consistent with its mission, vision, and strategic plan to ensure that programming is relevant to existing and emerging client and community needs.
- With the Board Strategic Planning Committee, develop and assist with the planning, execution and evaluation of a fund raising program. Establish and maintain a rapport with corporate sponsors, major contributors, directors, volunteers, civic organizations, and other parties in which the Center does business.
- Recommend a staffing pattern to ensure efficient management and operation of all programs and activities.
- Serve as the primary staff resource for MCHC Board of Directors to ensure effective use of and communication with trustees.
- Ensure that MCHC activities are operated in a cost-effective, efficient manner to ensure ongoing financial stability
- Call and preside at regular meetings with staff to ensure adequate communication between staff, to give the opportunity to share ideas and concerns, to coordinate efforts, and to ensure appropriate standardization of policies and procedures.
- Recommend and communicate necessary policies and procedures to ensure adherence to management, program service, fiscal and accounting standards, and standards of good personnel procedures.

- Develop, coordinate, and maintain effective relationships between MCHC and other groups (such as State legislature, public and private health, welfare and service agencies, media, etc.,) to create public and professional understanding and support of the organization's objectives and activities.

2000-2013: Director of Operations- Manchester Community Health Center, Manchester, NH. In collaboration with other Senior Management staff, the DOO assumes responsibility for the day-to-day management of operations of the health center:

- Responsible for multiple departments, including Ancillary Staff, Nursing, Medical Assistants, Medical Records, Volunteers, Interpreters, and Business Office Staff.
- Collaborate with other senior management team members in overseeing health center operations, policy and program development, staff supervision, and overall program management of the organization.
- Maintaining continuity and quality of care for clients, including oversight of Patient Satisfaction programs, and co-responsibility for implementation of Quality Improvement Initiatives. Responsible for Patient Centered Medical Home and Meaningful Use activities.
- Primary responsibility for data analysis related to quality of care initiatives
- Key role in the development of center-wide goals and representing the Health Center in various community settings.
- Project Manager for the EMR (Electronic Medical Record) called Centricity (EMR & PM) including initial setup and implementation, ongoing support and development
- Participate in Board of Directors meetings, and several board and staff committees, including Safety, Personnel, Ethics, Strategic Planning, QI, Corporate Compliance, Medical Advisory Committee
- Direct staff and management team supervision, grant writing, project management, regulatory compliance, community collaborations, cultural competency, budget development, and other operational activities.
- Facilitation of employee satisfaction survey development, administration and response
- Oversight and development of ancillary services including interpretation, transportation, nutrition, dental collaboration grants and behavioral health.
- Special initiatives including Medical Home certification, Meaningful Use planning, Joint Commission accreditation, and similar ventures

1997-2000: Family Services Manager- Manchester Community Health Center, Manchester, NH. Responsible for the management of the behavioral health services, care management, nutrition, interpretation, and coordination of ancillary services programming.

1996-1997: Crisis Outreach Counselor- Manchester Community Health Center, Manchester, NH. Provided crisis intervention and short-term counseling to patients identified by provider staff as high risk. Complete psycho-social Intakes on new patients. Performed outreach services to patients who had fallen out of care. Coordinated care with medical team and behavioral health staff.

1995-1996: Substance Abuse Clinician I- Habit Management Institute, Lawrence, MA.

- Substance Abuse individual counseling
- Methadone treatment planning
- Substance abuse education
- Facilitation of support groups
- Admission/discharge planning, and community networking.

1993-1995: Case Manager/Volunteer Coordinator, Fundraising Coordinator- River Valley AIDS Project, Springfield, MA.

- Volunteer Program Coordinator responsibilities included developing and maintaining a volunteer program for the agency, networking, training, design and implementation, volunteer support, and monthly billing/statistics.
- Development Coordinator responsibilities included creating a fundraising donor base, initiating the development of new fundraising events, facilitating relationships with corporate sponsors, maintaining quarterly newsletters, and facilitating the following committees: Anthology Committee, Dinner for Friends Committee, Gay Men's Focus Group, Fundraising Committee, and the Children Orphaned by AIDS Committee.
- During first year of employment functioned as a Case Manager, with responsibilities including referrals, trainings, translation, support groups, counseling, advocacy, and monthly billing. Created the first public Resource Library for HIV/AIDS in Western MA, developed a donation program, and developed a Speaker's Bureau program, as well as supervised interns and trained new staff.

1990-1993: **Rape Crisis Counselor, Children's Advocate/Counselor**- YWCA, Springfield, MA.

- Rape Crisis Counselor: responsible for essentially all aspects of programming including statistics for grant reporting, billing records, case records, and individual, couples and family counseling services. Also responsible for legal and medical advocacy, educational trainings, and hotline/on-call responsibilities. Facilitated four support groups for adults, teens, Spanish speaking women, and teenagers who had re-perpetrated their sexual abuse.
- Children's Counselor/Advocate: responsible for individual counseling, a children's support group, parenting classes, and working with the referral needs of the children in the battered women's shelter. As a member of the Counseling team: answered hotline calls, provided individual counseling, kept case files, ran in-house support groups, and provided traditional case management.

Languages Spoken

Spanish (Verbal and Written)

Community Activities

- Board of Directors, NH Minority Health Coalition 1999-2002
- Medical Interpretation Advisory Board 2002-2008
- Chair, Data Subcommittee: NH Health & Equity Partnership 2010- Present
- Diversity Task Force, State of NH DHHS 2002-2010
- Healthcare for the Homeless Advisory Board 2004-2012
- Volunteer: B.R.I.N.G. IT! Program (2009-2012)
- Adult Literacy Volunteer: 2009-2010
- Advisory Board: Nursing Diversity Pipeline 2008-2012
- Advisory Committee: HPOP (Health Professionals Opportunities Project) 2010-2013

Interests and Activities

I enjoy tennis, kayaking, hiking, reading, gardening, travel and family activities.

References

1. Claudia Cunningham, RN, MBA (Previous Supervisor at MCHC) 603-942-7025
2. Gavin Muir, MD, CMO of MCHC (Colleague) 603-935-5223
3. Greg White, CEO at Lamprey Health Care (Colleague) 603-673-8873
4. Tina Kenyon, RN, MSW at Dartmouth Family Practice Residency (Colleague in Community) 603-568-3417

Janet J. Langlois

A financial leader experienced in both for-profit and non-profit healthcare and human service sectors, with a focus on start-ups, organizational turnarounds and strategic growth opportunities. Executive skill set includes mergers, acquisitions and organic development and expansion on a local and national level, while building operational infrastructures to support business needs and customer service at all levels.

EMPLOYMENT:

2001-Current

Chief Financial Officer/Treasurer Spectrum Health Systems, Inc., Worcester, MA (Other positions-VP Finance, Controller)

- > Organizational growth of 188% in annual revenues (\$28.3 m to \$81.5 m) and 300% growth in equity, with profitable operations in Massachusetts, Rhode Island, Georgia, Tennessee, Virginia and Washington
- > Successful operational turnaround of organization with <5 days of cash to 120+ days of cash on hand through significant collections of Accounts Receivable, implementation of expense controls, redirection of organizational strategy around contract reimbursement models, and establishment of systems and processes to significantly decrease 3rd party insurance bad debt from 5+% annually to <1%.
- > Ground-up development and direction and oversight of accounting systems, payroll, accounts receivables, telecommunications, technology, IT infrastructure and support, and all agency credentialing and 3rd party contracting
- > Converted legacy payroll system to a cloud-based HRIS/Payroll system providing enhanced employee access, improved reporting and creating departmental efficiencies
- > Responsible for final selection and negotiation of Electronic Health Record with patient management and billing system, as well as system-wide implementation
- > Development and oversight of annual capital and operating budgets organization wide, strategic planning for short and long term needs, and pro-forma budget development and pricing models for growth and expansion opportunities
- > Monthly and annual financial statements, reporting for senior management and presentation to the Board of Trustees, as well as all annual audits, tax and benefit plan returns, various state filings, and other agencies as necessary
- > Responsibility for all banking, debt, insurance and contracting relationships with 3rd parties and state agencies, property and capital leases, reviewing all vendor contracts
- > Recently secured \$8.5m tax exempt bond financing for new inpatient residential services construction project
- > Transitioned organization professional liability policies into a captive insurance plan (TCA), generating premium savings of nearly 60%, and maintain a seat on the TCA finance committee
- > Transitioned workers compensation policy into a high deductible plan, saving the organization over \$100k annually

1994-2001

Controller

HealthSouth Corporation, Lowell, Worcester, & Ludlow, MA

- > Responsibilities included 3 separate facilities totaling \$46m annual revenue (2 wholly owned and 1 partnership)
 - > Responsible for working with the state of Massachusetts and company attorneys to recoup a \$2 million loss of a defunct operation, which significantly increased cash flow to the partnership.
 - > Transitioned two management agreements into wholly owned operations for both financial and billing purposes
 - > Developed pro-forma statements, securing agreements for other management contracts.
 - > Prepared monthly financial statements
 - > Annual preparation of operating and capital budgets with monthly variance reporting
 - > External audits
 - > Cost report preparations for third party payors (Medicare and Medicaid)
 - > Review of contract proposals to maximize cost savings or reimbursement benefits
 - > Oversight of Billing, Accounts Payable and Payroll
- Other positions held:
1997-1998 CFO, Symmes Hospital & Medical Center - responsibilities included finance, patient accounts, materials management, IT and medical records

1982-1994

Saints Memorial Medical Center, Lowell, MA

1990 – 1994 Budget/Reimbursement Manager

Major Responsibilities included:

- > Successful merger of the financial operations and computer systems of two hospitals, St. Joseph's and St. John's, to become Saints Memorial Medical Center
- > Annual Filings of third party cost reports and associated audits
- > Maintain third party liability calculations

1989 – 1990 Budget Manager, St. Joseph's Hospital, Lowell, MA

Responsibilities included:

- > Annual preparation of operating and capital budgets with monthly variance reporting
- > Working with department heads to identify areas of cost savings and revenue enhancement
- > Maintenance of Property, Plant & Equipment schedules
- > Maintained financials and billings for 2 subsidiary companies

Other positions held:

- 1987 thru 1989 **Senior Staff Accountant**
- 1982 thru 1985 **Patient Account Representative**

1985-1987

Bookkeeper, Lowell Co-Operative Bank, Lowell, MA

Responsibilities included:

- > Daily posting of general ledger activity
- > Monthly financial statement preparation
- > Assist with annual audit and regulatory compliance reporting

EDUCATION:

2001

Bachelors of Science in Management, University of Massachusetts, Lowell, MA

1995

Associates Degree in Accounting, University of Massachusetts, Lowell, MA

Diane Trowbridge, RN, MBA

SUMMARY: Experienced results-oriented in ambulatory healthcare with strong work ethic and proven leadership skills

LICENSES:

- Registered Nurse

ACCOMPLISHMENTS:

- Clinical Quality Leader
- Coordinator of Board of Directors Patient Care Assessment Committee
- Promoted to Senior Management Team 2008
- Infection Control Practitioner
- JCAHO Survey/PPR (Periodic Performance Review) Leader
- Coordinator Nursing Task Force
- Project Lead-Patient Centered Medical Home Recognition –Level 3
- Chair Quality and Standards Committee
- Chair Nursing Peer Review and Competency committee
- Core Team member Project 01 (electronic health record conversion)
- Developed Nursing Evidence Based Guidelines and Peer Review Committee
- Coordinate Provider Peer Review
- Coordinate Clinical Guidelines Committee

EXPERIENCE:

04/2013-present

Lowell Community Health Center

- Chief Quality Officer
- Responsible for Joint Commission Accreditation, Health Resources Services Administration Clinical Quality Measures, Patient-Centered Medical Home Level 3 recognition and implementation for high volume, diverse patient population

2009-present

Lowell Community Health Center

Lowell, Massachusetts

Chief of Clinical Operations

- In conjunction with Chief Medical Officer, responsible oversight for a busy, public community health center with internal medicine, family practice, pediatrics, OB/GYN, HIV, Family Planning, Behavior Health Services and School-based health centers with over 144 thousand visits annually

2007-2009

Director Family Practice, Prenatal and Women Services

- Responsible for the clinical, fiscal and administrative operation of ambulatory care services totaling over 15,000 patient visits annually
- Manage 5 grants with 3 departmental budgets
- Recruited, interviewed, hired, trained and supervised staff.
- Manage 47 employees of various disciplines including physician, nurse midwife, nursing and clinical support

2004-2007

Quality Nurse Manager and Infection Control Practitioner

- Develop Medication Management System
- Responsible for Infection Control Plan development and system-wide implementation
- Develop Employee Bloodborne Pathogen Exposure Plan
- Developed Staff Infection Control Trainings
- N95 Fit testing initiated for LCHC employees

Clinical Manager of Metta (family primary care practice focusing on Southeast Asian population)

- Responsible for clinical operation of busy ambulatory primary care department
Providing direct patient care services with over 8000 visits annually
- Responsible for clinical operation of RHAP (MDPH Refugee Health Assessment Program)

1998-2004

Department Manager (Women's Reproductive Health)

- Coordinated clinic and staff schedules.
- Recruited, interviewed, hired, trained and supervised staff.
- Participated in monthly Department Manager and Quality Improvement Meetings.
- Maintained compliance with state and federal grants.
- Conducted monthly staff meetings and internal quality improvement audits.
- Assessed staff training needs and scheduled In-Service education.
- Developed and implemented protocols and logbooks.
- Conducted follow-up on patients with abnormal pap smears.
- Performed clinical nursing duties related to family planning.

1994-2000

Cardiology Associates of Greater Lowell

Senior Registered Nurse

Coagulation management/PN/INR tracking of over 100 patients

- Thallium Stress Tests
- Exercise tolerance testing
- Trans-telephonic pacemaker testing
- Direct patient office care for primary and cardiology patients

1989-1994

Healthworks

Lowell, Massachusetts

Family Planning Staff Nurse

Abnormal Pap Management Coordinator

Clinical Nurse Manager

- Direct family planning service provider for busy family planning clinic
- Designed and implemented abnormal pap management system

1982-1989

St. John Hospital/Saints Memorial Medical Center

Staff/Charge Nurse

- Emergency Department triage and critical care 1984-1989
- Charge nurse for 30 bed medical-surgical unit 1982-84
- Assumed charge responsibility of busy ambulatory emergency department
- Nominated for Staff Nurse award for Clinical Excellence in Emergency Nursing
- Served as a preceptor in a 112 hour program for Senior Nursing Students

EDUCATION:

2001

Suffolk University

Masters Certificate in Community Health Management

1982

Northern Essex Community College

Associate Degree in Nursing Science

High Honors

PROFESSIONAL:

- Member Massachusetts League of Community Health Centers (MLCH)
- Member National League of Community Health Centers
- Member Board of Directors House of Hope Family Shelter
- Member Greater Lowell Visiting Nurse Association
- Member Professional Workforce Group Massachusetts Midwifery Project
- Member American Association of Infection Control Professionals
- 2008 MLCHC (Massachusetts League of Community Health Centers)Employee of the Year

- Project Advisory Board Member' Caring for Women...A Profile of the Midwifery Workforce in Massachusetts; Center for Women in Politics and Public Policy ; McCormack Graduate School of Policy and Global StudiesUMass Boston

REFERENCES:

Available upon request

LISA ALLARD DIBRIGIDA, MS, MD

EMPLOYMENT EXPERIENCE

MEDICAL

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

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

Assistant Professor, Manchester, NH October 2000 to 2004
Massachusetts School of Pharmacy

Teacher in the Physician's Assistant Program

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

Pediatric Supervisor and Preceptor April 2003 to Present

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

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

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

CONSULTANT

Community Advocate, NH

<u>Early Learning NH</u>	2006-2007
Lead Poisoning Prevention Advisory Group	2007-2009
Asthma Advisory Group	2005-2008

Child Care Consultant, Manchester, NH August 2001-2003

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

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

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

EDUCATOR

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

Bedford Village Morning School

Substitute in classroom of 12 children

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

Assistant Kindergarten Teacher, Manchester, NH 1984-1985

Greater Manchester Child Care Center

VOLUNTEER EXPERIENCE

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

EDUCATION

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

TRAINING

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

AFFILIATIONS

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

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

PUBLICATIONS

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

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-08)

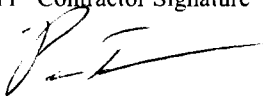
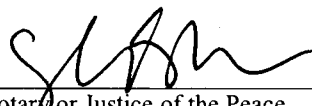
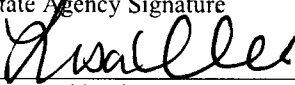
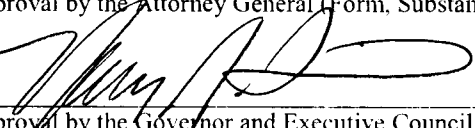
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mascoma Community Health Care, Inc.		1.4 Contractor Address 18 Roberts Road Canaan, NH 03741	
1.5 Contractor Phone Number 603-523-4343	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$200,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PETER THURBER, VICE-CHAIR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>13, Oct, 2017</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 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  [Seal] </div> <div style="text-align: right;"> CHERYL BUSH, Notary Public My Commission Expires June 7, 2022 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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) (if applicable) By:  On: <u>10/30/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

**IEC/BCC – Information, Education, Communication/Behavior Change
Communication**

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.



Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of three hundred fifty (350) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.



Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHScontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 BUDGET

Family Planning Funds

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

Bidder/Program Name: Mascome Community Health Care Inc

Budget Request for: Family Planning RFA-2018-DPHS-03FAMIL

Budget Period: 7/1/2017-6/30/2018

1. Total Salary/Wages	\$ 37,222.00	\$ 744.44	\$ 744.44	\$ 28,227.07	\$ -	\$ -	\$ 28,227.07
2. Employee Benefits	\$ 11,176.00	\$ 223.52	\$ 223.52	\$ 8,475.25	\$ -	\$ -	\$ 8,475.25
3. Consultants	\$ 4,000.00	\$ 80.00	\$ 80.00	\$ 3,033.37	\$ -	\$ -	\$ 3,033.37
4. Equipment:							
Rental							
Repair and Maintenance							
Purchase/Depreciation							
5. Supplies:							
Educational							
Lab	\$ 13,520.00	\$ 1,419.60	\$ 1,419.60	\$ 9,101.98	\$ -	\$ -	\$ 9,101.98
Pharmacy	\$ 25,688.00	\$ 2,697.24	\$ 2,697.24	\$ 17,293.76	\$ -	\$ -	\$ 17,293.76
Medical	\$ 4,056.00	\$ 425.88	\$ 425.88	\$ 2,730.59	\$ -	\$ -	\$ 2,730.59
Office							
6. Travel	\$ 2,560.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 12,979.00	\$ -	\$ -	\$ 2,560.00	\$ -	\$ -	\$ 2,560.00
8. Current Expenses Purchased Svcs. Util. Licenses	\$ 13,666.00	\$ -	\$ -	\$ 12,979.00	\$ -	\$ -	\$ 12,979.00
Telephone	\$ 2,650.00	\$ -	\$ -	\$ 13,666.00	\$ -	\$ -	\$ 13,666.00
Postage	\$ 946.00	\$ -	\$ -	\$ 2,027.31	\$ -	\$ -	\$ 2,027.31
Subscriptions				\$ 946.00	\$ -	\$ -	\$ 946.00
Audit and Legal							
Insurance							
Board Expenses							
9. Software	\$ 8,869.00	\$ -	\$ -	\$ 5,678.00	\$ -	\$ -	\$ 5,678.00
10. Marketing/Communications	\$ 4,000.00	\$ -	\$ -	\$ 7,095.20	\$ -	\$ -	\$ 7,095.20
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements							
13. Other (specific details mandatory):							
TOTAL	\$ 103,222.00	\$ 44,788.00	\$ 5,590.68	\$ 42,391.51	\$ 47,982.19	\$ 75,291.13	\$ 2,090.87
Indirect As A Percent of Direct							

Exhibit B-1 Budget

Initials: PT

Date: 10/13/17

Exhibit B-4 BUDGET TANF Funds

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

Bidder/Program Name: Mascome Community Health Care Inc
 Budget Request for: TANF Funds
 RFA-2018-DPHS-03FAMIL
 Budget Period: 7/1/2018 to 6/30/2019

1. Total Salary/Wages	\$ 61,760.00	\$ 61,760.00	\$ 55,584.00	\$ 1,396.89	\$ 1,396.89
2. Employee Benefits	\$ 18,889.00	\$ 18,889.00	\$ 17,000.10	\$ 427.23	\$ 427.23
3. Consultants	\$ 4,000.00	\$ 4,000.00	\$ 3,600.00	\$ 90.47	\$ 90.47
4. Equipment:					
Rental					
Repair and Maintenance					
Purchase/Depreciation					
5. Supplies:					
Educational					
Lab					
Pharmacy	\$ 27,040.00	\$ 27,040.00	\$ -	\$ 6,115.91	\$ 6,115.91
Medical	\$ 51,736.00	\$ 51,736.00	\$ -	\$ 11,701.65	\$ 11,701.65
Office	\$ 8,112.00	\$ 8,112.00	\$ -	\$ 1,834.77	\$ 1,834.77
6. Travel	\$ 2,560.00	\$ 2,560.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 25,958.00	\$ 25,958.00	\$ 25,958.00	\$ -	\$ -
8. Current Expenses Purchased Svcs, Util, Licenses	\$ 27,332.00	\$ 27,332.00	\$ 27,332.00	\$ -	\$ -
Telephone	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ -	\$ -
Postage	\$ 1,893.00	\$ 1,893.00	\$ 1,893.00	\$ -	\$ -
Subscriptions					
Audit and Legal					
Insurance	\$ 11,357.00	\$ 11,357.00	\$ 11,357.00	\$ -	\$ -
Board Expenses					
9. Software	\$ 16,737.00	\$ 16,737.00	\$ 13,389.60	\$ -	\$ -
10. Marketing/Communications	\$ 4,000.00	\$ 4,295.70	\$ 4,000.00	\$ 51.08	\$ 51.08
11. Staff Education and Training	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
12. Subcontracts/Agreements					
13. Other (specific details mandatory)					
TOTAL	\$ 179,097.00	\$ 268,973.70	\$ 83,744.10	\$ 22,566.92	\$ 22,566.92
Indirect As A Percent of Direct					\$ 77,382.00

Initials: PT
 Date: 10/13/17



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. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be 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.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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




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

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

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

Contractor Name: MASCOMA COMMUNITY HEALTH CARE, INC.

10/13/17
Date


Name: PETER THURBER
Title: VICE-CHAIR



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *MASCUMA COMMUNITY HEALTH CARE, INC.*

10/13/17
Date

P. Thurber
Name: *PETER THURBER*
Title: *VICE-CHAIR*



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS


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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: MASLOMA COMMUNITY HEALTH CARE, INC...

10/13/17
Date


Name: PETER THURBER
Title: VICE-CHAIR



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

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

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

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

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

Exhibit G

Contractor Initials PT

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



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

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

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

Contractor Name: MASCOMA COMMUNITY HEALTH CARE, Inc.

10/13/17
Date


Name: PETER THURBER
Title: VOCE - CHAIR



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: MASCOMA COMMUNITY HEALTH CARE, INC.

10/13/17
Date



Name: PETER THURBER
Title: VICE-CHAIR



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
 The State
Lisa Morris
 Signature of Authorized Representative
LISA MORRIS
 Name of Authorized Representative
DIRECTOR, DPHS
 Title of Authorized Representative
10/27/17
 Date

MASLOMA COMMUNITY HEALTH CARE, INC.
 Name of the Contractor
Peter Thurber
 Signature of Authorized Representative
PETER THURBER
 Name of Authorized Representative
VICE-CHAIR
 Title of Authorized Representative
10/13/17
 Date



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

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

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

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


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

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

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

Contractor Name: MASCO MA COMMUNITY HEALTH CARE, INC.

10/13/17
Date


Name: PETER THURBIER
Title: VICE-CHAIR



FORM A

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

1. The DUNS number for your entity is: 07-955-8747
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

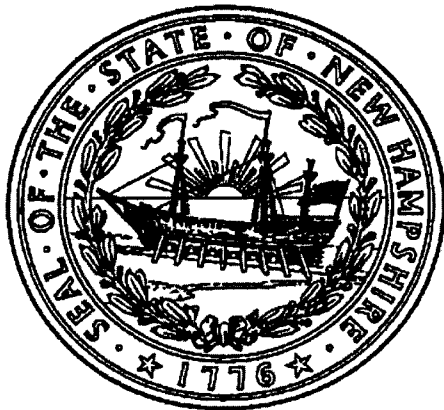
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MASCOMA COMMUNITY HEALTHCARE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 08, 2014. 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: 709968



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of October 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, Dale Barney Board of Directors, Chair, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Mascoma Community 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 October 16, 2017 :
(Date)

RESOLVED: That the Vice Chair, Peter Thurber,
(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 16th day of October, 2017.

4. Peter Thurber is the duly elected Vice Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Dale Barney
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of GRAFTON

The forgoing instrument was acknowledged before me this 18th day of OCTOBER, 2017,

By Dale Barney
(Name of Elected Officer of the Agency)

Vicky McAlister
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: March 25, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2017

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).

PRODUCER Barney Insurance Agency PO Box 95 1188 US Route 4 Canaan NH 03741	CONTACT NAME: PHONE (A/C, No, Ext): (603) 523-4407 FAX (A/C, No): E-MAIL ADDRESS: info@barneyinsurance.com														
INSURED Mascoma Community Healthcare, Inc. PO Box 550 18 Roberts Rd Canaan NH 03741	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : UNION MUTUAL FIRE INS CO</td> <td></td> </tr> <tr> <td>INSURER B : PROSELECT INSURANCE CO</td> <td></td> </tr> <tr> <td>INSURER C : LIBERTY MUTUAL</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : UNION MUTUAL FIRE INS CO		INSURER B : PROSELECT INSURANCE CO		INSURER C : LIBERTY MUTUAL		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B : PROSELECT INSURANCE CO															
INSURER C : LIBERTY MUTUAL															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AP-1494678	10/01/2017	10/01/2018	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BUILDING \$ 2,410,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5-31S-615435-017	01/12/2017	01/12/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 100,000</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 100,000
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$ 100,000														
E.L. DISEASE - EA EMPLOYEE	\$ 500,000														
E.L. DISEASE - POLICY LIMIT	\$ 100,000														
B	PROFESSIONAL MALPRACTICE			002NH000019613	06/02/2017	06/02/2018	1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOT FOR PROFIT, COMMUNITY OWNED HEALTH CENTER.

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE DEPT. OF HEALTH AND HUMAN SERVICES 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 <i>Dale Barney</i> <DB>
---	--



Mascoma Community Healthcare, Inc
PO Box 550
18 Roberts Rd
Canaan, NH 03741

Mission Statement

Mascoma Community Healthcare, Inc. is a 501(c) (3) non-profit organization dedicated to:

Operating a health center that will be designed, managed, and supported by the communities it represents

Serve the health needs of the Mascoma Valley which includes Canaan, Dorchester, Enfield, Grafton, Orange and beyond

Provide affordable healthcare regardless of insurance status and based on ability to pay

MASCOMA COMMUNITY HEALTHCARE, INC.

Financial Statements

March 31, 2017 and 2016

and

Independent Auditor's Report

MASCOMA COMMUNITY HEALTHCARE, INC.
FINANCIAL STATEMENTS
March 31, 2017 and 2016

TABLE OF CONTENTS

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Statements of Cash Flows	5
NOTES TO FINANCIAL STATEMENTS	6-11

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Mascoma Community Healthcare, Inc.

We have audited the accompanying financial statements of the Mascoma Community Healthcare, Inc., (a nonprofit entity) which comprise the statements of financial position as of March 31, 2017 and 2016, and the related statements of activities, functional expenses, 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 the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

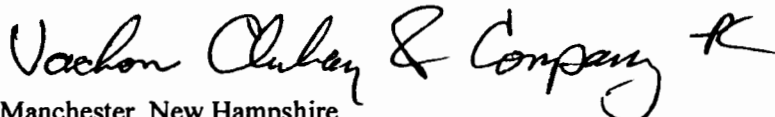
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Mascoma Community Healthcare, Inc. as of March 31, 2017 and 2016, 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.


Manchester, New Hampshire
October 10, 2017

MASCOMA COMMUNITY HEALTHCARE, INC.
Statements of Financial Position
 March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
Cash and equivalents	\$ 322,943	\$ 13,446
Pledges receivable	<u>56,757</u>	<u>12,000</u>
Total current assets	<u>379,700</u>	<u>25,446</u>
Property and equipment, net	<u>2,865,948</u>	<u>335,763</u>
Total property and equipment, net	<u>2,865,948</u>	<u>335,763</u>
Restricted cash	<u> </u>	<u>6,000</u>
Total other assets	<u>-</u>	<u>6,000</u>
TOTAL ASSETS	<u><u>\$ 3,245,648</u></u>	<u><u>\$ 361,209</u></u>
LIABILITIES		
Accounts payable	\$ 176,529	\$ 16,073
Accrued expenses	22,029	
Retainage payable	<u>27,239</u>	<u> </u>
Total current liabilities	<u>225,797</u>	<u>16,073</u>
Loan payable	<u>2,589,957</u>	<u> </u>
Total noncurrent liabilities	<u>2,589,957</u>	<u>-</u>
TOTAL LIABILITIES	<u><u>2,815,754</u></u>	<u><u>16,073</u></u>
NET ASSETS		
Unrestricted	373,137	339,136
Temporarily restricted	<u>56,757</u>	<u>12,000</u>
TOTAL NET ASSETS	<u>429,894</u>	<u>351,136</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 3,245,648</u></u>	<u><u>\$ 367,209</u></u>

See notes to financial statements

MASCOMA COMMUNITY HEALTHCARE, INC.
Statements of Activities
For the Years Ended March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CHANGES IN UNRESTRICTED NET ASSETS		
SUPPORT AND REVENUE		
Donations	\$ 107,318	\$ 183,148
In-kind income	<u>12,000</u>	<u>10,000</u>
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>119,318</u>	<u>193,148</u>
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of donor restrictions	<u>5,000</u>	<u> </u>
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	<u>5,000</u>	<u>-</u>
TOTAL UNRESTRICTED REVENUE AND OTHER SUPPORT	<u>124,318</u>	<u>193,148</u>
EXPENSES		
Supporting services:		
General and administrative	<u>90,317</u>	<u>38,425</u>
TOTAL EXPENSES	<u>90,317</u>	<u>38,425</u>
<i>INCREASE IN UNRESTRICTED NET ASSETS</i>	<u>34,001</u>	<u>154,723</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
Donations	49,757	12,000
Net assets released from restrictions	<u>(5,000)</u>	<u> </u>
<i>INCREASE IN TEMPORARILY RESTRICTED NET ASSETS</i>	<u>44,757</u>	<u>12,000</u>
CHANGE IN NET ASSETS	78,758	166,723
NET ASSETS - April 1	<u>351,136</u>	<u>184,413</u>
NET ASSETS - March 31	<u>\$ 429,894</u>	<u>\$ 351,136</u>

See notes to financial statements

MASCOMA COMMUNITY HEALTHCARE, INC.
Statements of Functional Expenses
For the Years Ended March 31, 2017 and 2016

	<u>Supporting Services</u>	
	<u>General and Administrative</u>	
	<u>2017</u>	<u>2016</u>
Salaries	\$ 19,423	
Employee benefits	1,881	
Payroll taxes	1,692	
Professional fees	27,018	\$ 32,310
Advertising	3,555	1,735
Postage		314
Supplies	6,058	1,406
Property taxes	1,016	
Computer and internet expense	76	
Business licenses and permits	375	2,575
Utilities	7,438	
Insurance	16,086	
Other	<u>5,699</u>	<u>85</u>
Total Functional Expenses	<u>\$ 90,317</u>	<u>\$ 38,425</u>

See notes to financial statements

MASCOMA COMMUNITY HEALTHCARE, INC.**Statements of Cash Flows**

For the Years Ended March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from contributions	\$ 112,318	\$ 183,148
Cash paid to employees	(19,423)	
Cash paid to suppliers	<u>(86,967)</u>	<u>(28,302)</u>
Net cash provided used by operating activities	<u>5,928</u>	<u>154,846</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(2,292,388)	(230,083)
Proceeds from restricted cash	6,000	
Payments to restricted cash	<u>(6,000)</u>	<u>(6,000)</u>
Net cash used in investing activities	<u>(2,286,388)</u>	<u>(236,083)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from loan	<u>2,589,957</u>	<u> </u>
Net cash provided by financing activities	<u>2,589,957</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	309,497	(81,237)
CASH AND EQUIVALENTS - April 1	<u>13,446</u>	<u>94,683.00</u>
CASH AND EQUIVALENTS- March 31	<u>\$ 322,943</u>	<u>\$ 13,446</u>
Reconciliation of Change in Net Assets to Net Cash Provided by Operating Activities:		
Change in net assets	\$ 78,758	\$ 166,723
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Donated property and equipment	(12,000)	(10,000)
Change in assets and liabilities:		
(Increase) in pledges receivable	(44,757)	(12,000)
(Decrease)/increase in accounts payable	<u>(16,073)</u>	<u>10,123</u>
Net Cash Provided by Operating Activities	<u>\$ 5,928</u>	<u>\$ 154,846</u>
Supplemental Disclosures:		
In-kind donations received	\$ 12,000	\$ 10,000
Property and equipment additions included in year end payables	203,768	
Capitalized interest during construction phase	22,029	
Capitalized in-kind donations	<u>(12,000)</u>	<u>(10,000)</u>
	<u>\$ 225,797</u>	<u>\$ -</u>

See notes to financial statements

MASCOMA COMMUNITY HEALTHCARE, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended March 31, 2017 and 2016

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Mascoma Community Healthcare, Inc. (the "Entity") was founded on April 24, 2014 and subsequently incorporated on February 19, 2015 as a non-profit entity. The Entity was established for the purpose of providing outpatient primary health and dental service in underserved areas for medically underserved populations as a community clinic. Once the health center has been constructed and equipped, the Entity will provide health and dental services to residents in the Towns of Grafton, Orange, Dorchester, Canaan and Enfield, New Hampshire.

During the year ended March 31, 2017, the Entity secured loan funding from the United States Department of Rural Development and began construction on the health center. The Entity is also in the process of acquiring the necessary equipment, furniture and fixtures for the new facility. The facility will be open to patients beginning in June 2017. The Entity continues to raise additional donations to have \$600,000 available in cash reserves.

The Entity's activities are subject to significant risks and uncertainties, including failure to secure additional donations for a sufficient cash reserve and enrolling enough patients to use the facility.

The accounting policies of the Mascoma Community Healthcare, Inc. conform to accounting principles generally accepted in the United States of America as applicable to non-profit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Entity 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, based upon the existence or absence of donor-imposed restrictions.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Contributions

The Entity accounts for contributions received in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

MASCOMA COMMUNITY HEALTHCARE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended March 31, 2017 and 2016

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Functional Allocation of Expenses

The costs of providing the various supporting services have been summarized on a functional basis. Costs have been allocated on the statements of functional expenses as determined by the Entity's management.

No program service expenses have yet been incurred.

Cash and Cash Equivalents

Cash and cash equivalents consists of demand deposits and cash on hand.

Pledges Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional.

Property and Equipment

The Entity's policy is to capitalize assets purchased, built, or leased with a useful life of one year or greater and a cost of \$1,000 or more or expenditures for repairs or renovations of \$1,000 or more that extend the life of the asset. Property and equipment is recorded at cost for purchased items and at estimated fair value for donated items. Interest incurred during the construction of assets is also capitalized.

Restricted Cash

Restricted cash consists of escrow deposits held in trust by a third party.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of March 31, 2017 and 2016, because management of the Entity believes that all outstanding receivables are fully collectible.

MASCOMA COMMUNITY HEALTHCARE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended March 31, 2017 and 2016

Estimates

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

Fair Value of Financial Instruments

Cash and cash equivalents, pledges receivable, accounts payable, accrued expenses and retainage payable are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

NOTE 2--CONCENTRATION OF CREDIT RISK

The Entity maintains its bank deposits at a local financial institution located in New Hampshire. The Entity’s cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000 for all cash checking accounts. The Entity had \$79,018 and \$-0- of uninsured deposits as of March 31, 2017 and 2016, respectively.

NOTE 3--PLEDGES RECEIVABLE

Unconditional promises to give

The receivables from pledges are expected to be collected within one year and have been recorded at net realizable value. Pledges receivable at March 31, 2017 and 2016 are as follows:

	<u>2017</u>	<u>2016</u>
Less than one year	\$ 56,757	\$ 12,000
Less allowance for uncollectible pledges	<u>-</u>	<u>-</u>
	<u>\$ 56,757</u>	<u>\$ 12,000</u>

Conditional promises to give

The Entity has also received conditional pledges of \$28,000 and \$-0- as of March 31, 2017 and 2016, respectively. Two donors pledged funds to complete an operating reserve for the Entity. In the event the Entity has received a total of \$500,000 in donations creating an operating reserve account before December 31, 2017, these conditional pledges will not be received. As such, no receivable has been recognized for these conditional pledges.

NOTE 4--PROPERTY AND EQUIPMENT

Property and equipment at March 31, 2017 and 2016 is as follows:

MASCOMA COMMUNITY HEALTHCARE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Land	\$ 116,117	\$ 116,117
Furniture and equipment	7,453	
Construction in process	<u>2,742,378</u>	<u>219,646</u>
	<u>\$ 2,865,948</u>	<u>\$ 335,763</u>

NOTE 5--LOAN PAYABLE

During July 2016, the Entity entered into a loan agreement with the United States Department of Rural Development. A \$2,939,000 loan was approved for the construction of the health center and is to be repaid in monthly installments through July 5, 2056. The interest rate on this loan is 2.75%. This loan is secured by the land, building, and other improvements. As of March 31, 2017, the Entity has drawn down \$2,589,957 from the approved loan agreement.

Interest accrued on the loan payable is to be paid on July 5, 2017 and on July 5, 2018. Monthly installments of principal and interest on the loan payable will commence on August 5, 2018.

NOTE 6--SIGNIFICANT CONCENTRATIONS OF REVENUE RISK

The Entity's primary source of revenues is donations from individuals, corporations and foundations. During the years ending March 31, 2017 and 2016, the Entity recognized revenue of \$157,075 (92.9%) and \$195,148 (95.1%), respectively from donations. Other support originates from in-kind donations.

NOTE 7--DONATED SERVICES AND MATERIALS

The Entity receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles.

Also, during the year the Entity received donated professional services. The estimated fair value of these donations is recorded as revenue in the accompanying Statements of Activities. Donated services in the amount of \$12,000 and \$10,000 was recognized as revenue and capitalized under the Entity's capitalization policy during the years ending March 31, 2017 and 2016, respectively.

NOTE 8--ADVERTISING COSTS

Advertising costs are expensed as incurred. Advertising expense was \$3,555 and \$1,735 for the years ending March 31, 2017 and 2016, respectively.

NOTE 9--INCOME TAXES

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from New Hampshire income taxes. Accordingly, no provision has been made for Federal or State income taxes.

MASCOMA COMMUNITY HEALTHCARE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended March 31, 2017 and 2016

The Entity has adopted FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Entity to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Entity's tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Entity had no uncertain tax positions as of March 31, 2017 or 2016 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements. As of March 31, 2017, the tax years ending March 31, 2016 and 2015 remain subject to possible examination by major tax jurisdictions.

NOTE 10--UNRESTRICTED NET ASSETS

Unrestricted net assets consist of the following at March 31, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Board designated:		
Escrow funds		\$ 6,000
Undesignated	<u>\$ 373,137</u>	<u>333,136</u>
	<u>\$ 373,137</u>	<u>\$ 339,136</u>

NOTE 11--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of the following donor restricted funding at March 31, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Pledged donor receivables	<u>\$ 56,757</u>	<u>\$ 12,000</u>

NOTE 12--RELATED PARTY TRANSACTIONS

During the year ending March 31, 2017, the Entity purchased materials and services from companies owned by two members of the Board of Directors. Total expenses incurred during the year ended March 31, 2017 to these two companies were \$18,726.

NOTE 13--BENEFICIAL INTEREST IN TRUST

The Entity is the beneficiary of a designated fund that was established during the year ended March 31, 2017 and held by the New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to the New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of Mascoma Community Healthcare, Inc. Accordingly, the Entity has no claim to the assets of the trusts, but is entitled to 4.2% of the market value of the fund per year. The fund is not included in these financial statements since all property in the fund was contributed to the New Hampshire Charitable Foundation to be held and administered for the benefit of the Entity.

MASCOMA COMMUNITY HEALTHCARE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended March 31, 2017 and 2016

At March 31, 2017, the fair value of the Entity's interest in the beneficial trust held by others is \$101,942. The fair value is based upon the market value of the underlying investments. Income distributed from the trust to the Entity is unrestricted and recognized as donation income on the Statements of Activities. Distributed income from the trust totaled \$2,544 for the year ending March 31, 2017.

NOTE 14--COMMITMENTS

Construction Contract

During May 2016, the Entity entered into a \$2,412,613 contract with an independent company for the construction of the health care center. After several authorized change orders, the revised contract is in the amount of \$2,479,176. The remaining balance of this construction contract as of March 31, 2017 is \$45,478.

Equipment Loan Agreement

During July 2016, the Entity entered into a loan agreement with the United States Department of Rural Development. A \$548,000 loan was approved for acquiring the necessary equipment and is to be repaid in monthly installments through July 5, 2026. The interest rate on this loan is 2.75%. As of March 31, 2017, the Entity has not drawn down any funds on this equipment loan.

NOTE 15--SUBSEQUENT EVENTS

Loan Agreements

Through October 10, 2017, the Entity has drawn down an additional \$349,043 and \$484,982 from the approved loan agreements for construction and equipment acquisition, respectively.

Subsequent events have been evaluated through October 10, 2017, which is the date the financial statements were available to be issued.

Kerry Lavalley

Objective

A long term position in your facility as a Clinical Informaticist Medical Assistant, where I may continuously utilize and improve upon my skill set to give the highest quality patient care possible.

Qualifications

Completion of an accredited Licensed Nursing Assistant Program. Health Science Technology Certificate. Associate's Degree in Liberal Arts. Certificate in Medical Assisting. Associate's Degree in Medical Assisting. CPR certified. Computer and technology training as part of college education and professional experience in healthcare.

Education

White Mountains Communication College: Certificate in Medical Assisting May 2012, Associate's Degree in Medical Assisting December 2012. Associate's Degree in Liberal Arts May 2011, Certificate in Health Science Technology May 2010, Licensed Nursing Assistant Program June 2007. Class rank: top 5 percent.

Achievements and Awards

Dean's list each semester 2007-2012. President's List. Phi Theta Kappa National Honor Society. Unique Endowment Scholarship 2007-2011. Unique Scholarship 2007-2011.

Volunteer Work and Community Service

Teacher's Assistant for Pamela Delli-Colli Professor of Psychology, Sociology, and Human Growth and Development at White Mountains Community College. Providing end of life care, comfort, and support to patients and their loved ones in my community.

Experience

Beth Israel Deaconess Health Care Pembroke
Pembroke, MA 02359
Employment Dates: 8/2015 -- present

Medical Assistant II

Job Duties: Pre-visit planning, preparing patients for examinations, taking vital signs, administration of immunizations, administering nebulizer treatments, specimen collection, wound care, obtaining and properly recording patients' medical history, vital statistics and information in medical records, chart abstraction, explaining treatment procedures, conditions, medications, diets, test results, and physicians' instructions to patients, obtaining approvals for prior authorizations, performing hearing and vision screenings, assisting in medical emergencies, preparing exams rooms, monofilament testing, assisting

Little Rivers Health Care

Wells River, VT 05081

Position: Medical Assistant/Clinical Informatics

Employment Dates: Internship 03/2012 – 04/2015

Job Duties

Medical Assistant: Preparing patients for examinations, taking vital signs, pre-visit planning, performing EKG's and CLIA waived tests, administration of medications and immunizations, authorizing of prescriptions, assisting providers with procedures, collecting blood, tissue or other laboratory specimens and preparing them for testing, wound care, obtaining and properly recording patients' medical history, vital statistics and information in medical records, explaining treatment procedures, conditions, medications, diets, test results, and physicians' instructions to patients, removing sutures and staples, cleaning and sterilizing of equipment and supplies, performing hearing and vision screenings, assisting in medical emergencies, preparing exams rooms, ordering supplies, obtaining approvals for prior authorizations, diabetic patient education, abstraction of patient's paper medical records into EMR, OSHA representative, ACT 75 representative, scheduling appointments, performing general office duties such as answering telephones, taking dictation, completing insurance forms, registering patients, assisting with referrals, coordination of care and testing at outside facilities, and medical records.

Clinical Informatics: IT support, assisting with remediation of EMR system, analyzing and improving in-patient documentation applications, providing clinical updates and recommendations to clinical staff based on in-depth knowledge and expertise of policies, procedures and operations, leading and recommending documentation strategies and workflow changes to meet current patient safety and quality standards, trending data and providing clinical updates for Health and Quality Information Management, Safety and Compliance, and Clinical Educators to improve clinical ordering and documentation, serving as an expert resource for issues related to improving clinical workflows utilizing electronic systems, updating and maintaining a catalog of documentation workflow improvement needs as they relate to electronic documentation systems, developing and communicating change control procedures and clinical updates for the eClinicalWorks electronic medical system, leading assigned benchmarking projects as related to EMR documentation and clinical workflow including PCMH, Meaningful Use, UDS and NCQA, development and process of detailed project plans, timelines and identifying appropriate resources needed to provide timely internal and external reports, responsibility for assigned tasks within the specifications of the project management schedule for maintenance of various applications throughout their lifecycle, evaluating system utilization and performance and recommending potential system enhancement, coordinating improving clinician documentation through a variety of methods such as job aids, assisting in development of a universal training system, training clinical staff, template design and implantation, assisting in development of the patient portal and quality improvement strategies for clinical staff.

**MASCOMA
COMMUNITY
HEALTHCARE,
INC.**



Mascoma Community Healthcare, Inc. Board of Directors

First name	last name	Position	City	state	zip	Starting Date
Dale	Barney	Director	Canaan	NH	03741	5/12/14
David	Beaufait	Non Voting Director	Enfield	NH	03748	5/12/14
Carolyn	Barney	Director	Canaan	NH	03741	5/12/14
Scott	Berry	Director	Canaan	NH	03741	5/12/14
John	Dow	Director	Canaan	NH	03741	5/12/14
Barbara	Dolyak	Director	Canaan	NH	03741	5/12/14
Karen	Ewer Gray	Director	Canaan	NH	03741	5/12/14
Ed	Mcgee	Non Voting Director	Canaan	NH	03741	5/12/14
Sean	Murphy	Director	Canaan	NH	03741	5/12/14
Michael	Paine	Non Voting Director	Canaan	NH	03741	6/9/14
Mary	Paquette	Director	Canaan	NH	03741	5/12/14
Mike	Samson	Director	Canaan	NH	03741	5/12/14
Alice	Schori	Director	Canaan	NH	03741	5/12/14
Peter	Thurber	Director	Canaan	NH	03741	5/12/14
Tim	Jennings	Director	Enfield	NH	03748	4/13/15
Curtis	Payne	Director	Enfield	NH	03748	9/4/15
Chris	Partain	Director	Grafton	NH	03240	12/12/16
Andrew	Ware	Director	Grafton	NH	03240	3/13/17
Kristine	Briand	Director	Enfield	NH	03748	6/12/17

Donna Ransmeier

Professional Summary

An energetic, creative, health care technology and quality executive, with a background of proven leadership and innovation

Experience

Little Rivers Health Care, Inc.

Bradford, VT

April 2014 – present

Director of Healthcare Information Systems and Quality/Blueprint Project Manager

- Manage the daily operations and long term strategic plan of the Health Information Technology and Informatics departments, including the hiring and supervision of employees; budget; vendor relations; operation, maintenance, and security of the *eClinicalWorks* practice management and electronic medical records system, VOIP communications, and overall IT infrastructure.
- Serve as a member of the executive management team for governance of the health center, staffing decisions, business planning, attendance at all Board of Directors meetings, and community engagements
- Direct and administer Little Rivers' Quality Assurance/Quality Improvement programs, including the management of projects from development through completion, compliance with State and Federal initiatives, such as NCQA Patient-Centered Medical Home, Meaningful Use, and UDS, and work closely with the Medical Director of Clinical Quality, to plan, implement, and realize organizational goals for clinical metrics. Serve as Information Security/HIPAA Compliance Officer for the organization.
- Coordinate and direct all programs of the VT Blueprint for Health within the Upper Valley Health Service Area, (UVHSA) including the facilitation of a regional Healthcare Quality Improvement Collaborative that includes community partners from area human service agencies that work together on designated measures. Also, oversee the work of the Community Health Team within UVHSA, which includes care coordination and patient panel management within Little Rivers, and two unaffiliated medical practices, wellness programming, and medication-assisted opiate addictions treatment.
- Provide leadership and guidance for special projects, such as Little Rivers' and other UVHSA practice participation in various statewide Quality Collaboratives, the remediation of Little River's electronic health record, IT policy writing and implementation, and interoperability/interface projects management.

Vermont Information Technology Leaders (VITL), Inc., Burlington, VT

December 2010 – April 2014

eHealth Specialist/Electronic Health Record Implementation Specialist

- Assist medical practices and organizations in the implementation of electronic health records (EHRs), from selection through to workflow re-design, data mapping, and interface development, and ensuring compliance with state and federal quality improvement/incentive programs and HIPAA regulations
- Coordinate and manage assigned projects, with specific goals and deliverables, such as working with Vermont's Federally Qualified Health Centers on rapid improvement data analysis and quality initiatives, known as "SPRINTS."
- Utilize applications, including Microsoft PowerPoint, Excel, Visio, Access, and project management and marketing software, such as SmartSheet and Salesforce, to accomplish various facets of my job
- Perform HIPAA security-risk assessments and analyses for medical practices and clinics

March 2009 – December 2010

Clinical Care Coordinator (Concord Health Center and Danville Health Center)

- Managed the clinical care of patients with chronic conditions such as diabetes, asthma, heart disease, and hypertension, with the goals of improved patient self-care, cost-efficiency, and overall practice performance
- Utilized electronic medical records systems and a state-wide registry, for case management services, pre- and post-visit planning functions, such as ordering laboratory, radiological, and other diagnostic testing, provider-authorized prescription renewal to pharmacies, requesting referrals, monitoring health maintenance measures, and providing useful data for patients, providers, staff, and administration.
- Performed ongoing quality management/improvement and statistical reporting functions as required to meet standards of care set forth by the VT Blueprint for Health Medical Home Project and PCMH
- Responsible for compliance with patient care initiatives and quality control programs, including Medicaid/Medicare and UDS chart audits, HEDIS reports, and VT Prescription Drug Monitoring Program

July 2003 – March 2009

Behavioral Health Provider/Psychologist (Concord Health Center and Island Pond Health Center)

- Provided psychological assessment, counseling, and treatment to patients of primary care medical clinics
- Developed joint medical/behavioral intervention and self-management plans for patients
- Consulted with physicians and other providers on medication and treatment issues of patients
- Assisted in ongoing program development (ie, authored 2004 National Institutes of Health Grant for renewable annual funding for behavioral health), statistical reporting, program monitoring, and the implementation of an electronic medical records system (McKesson "Practice Partner") within NCHC.

June 1993 - July 2003

Director, Victim-Witness Program

- Developed and established victim-witness program within county prosecutor's office
- Administered all program operations, such as policy/procedure development, grant-writing, budgeting, statistical review, public relations, and electronic record-keeping.
- Assisted in trial preparation, including all witness interviews, post-indictment investigation, jury selection, legal research, and motion submission
- Provided court advocacy, counseling, and referral services to crime victims and witnesses
- Supervised employees (3-5), volunteers, and student interns

May 1990 - June 1993

Director, Victim - Witness Program

- Duties were identical to those of my position in the Coos County Attorney's Office, as described above

Lisbon Police Department,

Lisbon, NH

May 1985 – May 1990

Patrol Officer

- Enforcement of the laws of the State of NH within the town limits, including traffic, criminal, and civil complaints
- Served as juvenile officer from March 1987-May 1990, including prosecution of all juvenile petitions in Family Court

Education

University of Minnesota,

Minneapolis, MN

2003-2006

- PhD Candidate - Clinical Neuropsychology

Springfield College,

Springfield, MA

1996

- M.S. – Clinical Counseling Psychology

Springfield College,

Springfield, MA

1991

- B.S. - Human Services

Lyndon State College,

Lyndonville, VT

1983

- B.A. - Environmental Studies

Additional Certifications/Professional Activities

- 2016 - Board of Directors, **Community Health Accountable Care** (a VT ACO)
- 2016 - 4MedApproved Certification – **Certified Meaningful Use Professional**
- 2013 - Moderator, **VITL Annual Summit**
- 2012 - Presenter, **VITL Annual Summit**, "The Importance of Structured Data in Your EHR"
- 2012 - AHIMA Certification - **Certified Health Technology Specialist - Clinical Professional**
- 2011 - AHIMA Certification - **Certified Health Technology Specialist - Implementation Specialist**
- 2009 - Certified - **Clinical Microsystems Coach**
- 1997 - 2008 - **Adjunct Faculty - NH Community Technical College**, Berlin, NH - taught various college-level courses, including, "*Paralegal Studies*," "*Victimology*," "*The Psychology of Victimization*," "*Business Logic and Ethics*," and "*Business Law*"
- 2002 - 2003 - Upper Connecticut Valley Home Health/Hospice, Colebrook, NH - **Medical Social Worker**
- 1989 - University of New Hampshire – School for Lifelong Learning – **Certificate in Paralegal Studies**

References Upon Request

Sonja Marie Blair

Objective:

To provide customers with the best service they are requesting. Continue my career in the field where I enjoy helping others.

Education:

- Lebanon High School, Lebanon NH 03766 (2004-2008)
Graduated with Honors, received an award for Business Course Excellence during graduation
Courses: Spanish for all four years, Accounting, Computer class

Skills:

- Strong computer skills and knowledge:
 - Microsoft Word, Excel, PowerPoint, Outlook
 - Electronic Medical Records and patient portals
- Strong customer service skills
- Strong organization skills and time management
- 7+ years of administrative hospital experience
- Take pride in doing an excellent job
- Willing and able to learn new skills quickly

Experience:

- Alice Peck Day Memorial Hospital-WCC (March 10th, 2010 to present)
 - Provider Support/Customer Service Representative**
 - Provider point/support person
 - Complete patient notes and disability/FMLA paperwork
 - Certified letters to patients as needed
 - Lab tracking and result letters for all WCC providers
 - IUD benefit authorization, ordering, and scheduling
 - HEDIS reporting as requested from insurance companies
 - Prior authorizations for patient care
 - Assist with customer service representatives as needed
 - Lead Women's Care Center patient portal/support
 - Customer Service Representative**
 - Assist patients with check-in and check-out duties
 - Scheduling in office appointments and orders from providers, answering phones, insurance verification, collect co-pays/bill payments, scanning, medical records/medical release requests, referrals
 - Other clerical/administrative duties as assigned
 - ❖ Campus wide lead with the first patient portal
 - Training staff and created processes
 - Patient and staff assistance with questions or problems

- Worked with vendor to solve system issues
 - ❖ Role and involvement with new patient portal 2016 to current, Portal Administrator
 - ❖ Quality Improvement project/work to improve work flows and patient satisfaction
 - ❖ Assists with computer issues if possible and able to help
 - Including problems with the patient portal
 - ❖ Cover for CSRs, surgical scheduler, and other clinic's staff as needed (WCC/RAMCCC/General Surgery)
 - ❖ Use of systems at Alice Peck Day
 - Meditech, Greenway, Phreesia, Link, Passport
 - ❖ Implemented and created training guide/manual for Women's Care Center; that was later adapted by other clinics at Alice Peck Day
 - ❖ Involved in the interview process for administrative new hires and new providers
 - ❖ Trained coworkers/staff
 - ❖ Ensures and maintains patient confidentiality
 - ❖ Organized events
 - Breast cancer awareness at Alice Peck Day/WCC
 - National Lee Denim Day yearly
 - WCC Listen Center Holiday Helpers yearly
 - WCC sponsor station for March of Dimes walk
 - Expo booths at Home Trade Show and Women's Health Expo
- Evans Expressmart (September 2014 to August 2015)
Sales Associate
 - Job duties included:
 - Store side- Assist customers, cashier, register balance, gas/diesel sales, clean store regularly and often throughout shift, stock shelves and coolers, prepare fast food, clean fast food station area, worked alone most shifts.
 - Subway side- Assisted customers with their orders, cashier, register balance, dishes, inventory, food prep, cleaned routinely, temperature checks, worked most often with 1 or 2 people.
- Mini Corp Kids/Kiddo (June 2007 to January 2010)
Sales Associate
 - Job duties included:
 - Assisting customers, customer service, special orders, answering phones, gift wrapping, ordering merchandise, assist with payroll, cashier, marketing, displays, organizing events/sales, inventory, and regular store cleaning.
 - Worked independently most often, or with a small team of 1 other staff

Miscellaneous Activities:

- Participated in a Microsystems Course with WCC staff at The Dartmouth Institute in 2013.
- Customer service training at Alice Peck Day in 2014.
- Volunteer Assistant Coach for AAU basketball program 2013-2014.

References:

- Tammy Wainwright—Plainfield, NH 603.675.2813 (known for 10+ years) friend
- Fayth Mckinney—Canaan, NH 603.477.6826 (known for 3 years) co-worker
- Bradley Reynolds—Lebanon, NH 603.727.2953 (known for 6 years) friend
- Dan Langlands—Enfield, NH 603.309.6679 (known for 6 years) friend

Lisa S. Harris

802-685-3373

Objective:

To obtain senior employment in medical billing and coding

Education:

Certified Medical Biller June 2016

AAPC

Certified Professional Coder Oct 2004

AAPC

Graduate Diploma

Oxbow High School

Experience:

Billing Manager Oct. 2015 - present

Little Rivers Health Care

Bradford, VT

- All below Patient Account Representative responsibilities
- Supervising two billing staff and two clerical staff

Patient Account Representative June 2006 - Oct. 2015

Little Rivers Health Care (formally Bradford Health Services)

Bradford, VT

- Use of eClinical Works Billing and Practice Management software
- Assigning ICD-10, HCPC's and CPT codes to claims
- Insurance and payment posting
- Answer patient account inquires
- Contacting insurance companies regarding denials
- Assisting providers with coding questions
- eClinical Works billing processing set up
- Re-established the collections process
- Contact patients regarding past and present due balances
- Completed forms for direct deposit insurance payments
- Submission of insurance and provider information to clearing house for processing of claims

Medical Receptionist

June 1996 - June 2006

Bradford Health Services/Cottage Hospital

Dr. Lance Osadchey

Bradford, VT

- Answered multiple telephones lines
- Check patients in which required verifying demographics
- Check patients out which required scheduling in-house appointments and also scheduling outside referrals

Administrator Assistant

April 1983 - June 1996

Brookside Nursing Home

Bradford, VT

- Answer Telephones
- Scheduled meetings for Administrator
- Ordered medical and office supplies
- Staff schedules

Ward Clerk

- Answered telephones
- Medical records
- Staff Schedules
- Assisted Doctors on rounds

Certified Nursing Assistant

- Assisted with patient care

Curriculum Vitae

Carrie Webber, M.D.

Employment

April 2014- January 2017
Primary Care Clinic Physician
Mt. Ascutney Hospital and Health Center
289 County Road
Windsor, VT 05089

January 3-28, 2017
Convenient MD
Urgent Care Physician
351 Winchester St
Keene, NH 03431

October 2007- April 2014
Primary Care Clinic Physician 2007-2014
Hospitalist services 2007-09
Newport Health Center/FQRHC
11 John Stark Highway
Newport, NH 03773

April 2012-September 2012
Moonlighting Primary Care Physician
Little Rivers Health Care/FQRHC
E. Corinth, VT 05040

July 2000- September 2007
Private Family Practice Physician Group
Hospital Services APD/DHMC 2000-2007
Family Health Center
252 Mechanic Street
Lebanon, NH 03766

August 1996- June 2000
Urgent Care Physician '96-'98
Family Medicine '99-'00
Lahey-Hitchcock Clinic
101 River Road

Bedford, NH 03110

July 1995- August 1996

Hospital Employed Physician, Family Practice Group
Obgyn-Internal Medicine Hospital Services 1995-96
Central Maine Medical Center
Lewiston, Maine 04240

June 1992- June 1995

Resident Physician, Department of Family Medicine
Edward W. Sparrow Hospital
1215 E. Michigan Ave.
Lansing, Michigan 4891

June 1994-June 1996

Moonlighting Physician
Mason Urgent Care
Mason, MI

Education

Internship/Residency
June, 1992 to June, 1995
Family Practice Residency Program
Edward W. Sparrow Hospital
Michigan State University
Lansing, Michigan 48912

Medical School

1988 to 1992
Dartmouth Medical School
Hanover, New Hampshire 03755

Undergraduate

1982 to 1986
B.A., Molecular, Cellular, Developmental Biology
University of Colorado
Boulder, Colorado 80309

Licensure and Certification

Vermont License 042.0012327
New Hampshire License 9827
BCLS certified 2015 ACLS certified 2015
Diplomate of the American Board of Family Practice
(1995-2002, 2001-2008, 2007-2017, 2016-2024)

Diplomate of the American Board of Anti-Aging and Regenerative Medicine
2009
DOT Certified Medical Examiner May 2014

Awards and Honors

Spring, 2004-- AMA Physicians Recognition Award for CME
May, 1995-- Awarded recognition for Excellence in Research by a Family
Medicine Resident
Family Practice Resident by the Committee on Research, American Academy of
Family Physicians
June 1995, Biopsychosocial Medicine in Residency Award

Memberships

American Academy of Family Physicians

Teaching Experience

Community Faculty Physician Assistant Program
Massachusetts College of Pharmacy and Health Sciences
2011-2012

Community Faculty Family Medicine Clerkship Preceptor
July, 2000 to September, 2007
Dartmouth Medical School
Hanover, NH 03755

Family Medicine Preceptor
August 1995-July 1996
Central Maine Medical Center Family Medicine Residency
Lewiston, Maine

Resident Instructor
June, 1993-June 1995
Department of Family Medicine
College of Human Medicine
Michigan State University
Lansing, Michigan 48912

E. BENJAMIN GARDNER, MD

Curriculum Vitae, October, 2015

Experienced physician specializing in adolescent medicine and care of young adults in an academic, residential or community setting.

Employment History

Phillips Exeter Academy Associate Medical Director 9/2015-present
Dartmouth College Student Health Services Per Diem Physician 9/2015-present
Choate Rosemary Hall, Wallingford, CT Medical Director 1999-2015 (retired)

Responsible for administrative and medical oversight of boarding school health care facility (eleven beds) with nearly 10,000 visits annually

Managed and supervised a nurse practitioner, nursing staff of ten, two full-time counselors, two consulting psychologists, a consulting psychiatrist, a consulting orthopedic surgeon, three athletic trainers and all financial, budgetary aspects.

Primary health care contact for 850 students and parents
Team physician for 32 interscholastic teams
Developed, instituted and taught comprehensive Health and Wellness program.

Crisis prevention coordinator for the school

Member of following committees during tenure at Choate: Athletic Advisory Committee, Security Committee, Learning Disability Committee, Trustee Student Life Committee and Trustee Finance Committee.

Yale University, New Haven Connecticut

Assistant Professor, 2007 to 2015

Clinical Instructor, 1999 to 2006

At various times, taught pediatric residents physical examination skills and also mentored and supervised resident physicians in a clinical medicine rotation

Active Staff, Pediatrics, 1999 to 2015
Yale-New Haven Hospital, New Haven, CT

Active Staff, Pediatrics, 1999 to 2015
Midstate Medical Center, Meriden, CT

Employment History, Continued

Hawk Mountain Corporation, Plymouth, VT 1971-1990

200-employee housing construction and development corporation with sales of approximately \$10 million annually

President and CEO, 1986-1990

Executive Vice President, 1982-1986

Vice President, construction and finance, 1974-1982

Sales Associate, 1971-1973

DIRECTOR/TRUSTEE

Vermont Housing Finance Agency, Burlington, Vermont

Vice Chairman, 1986

Commissioner, 1977-1986

Rutland Regional Medical Center, Rutland, VT (300 bed regional hospital)

Chairman, 1985-1988

Vice Chairman, 1983-1985

Director, 1980 (prox)-1988

College of St. Joseph, Rutland, VT

Chairman, 1989

Trustee from 1985 to 1989

EDUCATION/TRAINING

Residency – Department of Pediatrics, 1997-99

Internship – Department of Pediatrics, 1996-97

Dartmouth-Hitchcock Medical Center, Hanover, NH

M.D., 1996

Dartmouth Medical School, Hanover, NH

A.B. in Political Science, 1970

Princeton University, Princeton, NJ

- Battalion Commander, Princeton University Naval ROTC, 1970
- Distinguished Naval Graduate, 1970
- Charles Madison Cannon Award, 1970

LICENSURE/CERTIFICATION

Licensed in New Hampshire since 1997

Licensed in Connecticut since 1999

Licensed by DEA and Connecticut for controlled substances since 1999

Board Certified and Fellow; American Board of Pediatrics since 1999

PUBLICATIONS

CONNECTICUT SPORTS MEDICINE, Michael A. Lee, MD, Editor (2005 prox)
Methodology of Cutting Players from Teams,
CONNECTICUT SPORTS MEDICINE, Michael A. Lee, MD, Editor (2007)
Skin Infections in Wrestling,
CONNECTICUT MEDICINE, March, 2015, volume 79, #3, pages 159-160
Plantar Faciitis
BLOOD, 2008 111:1334-1343 Repertoire and frequency of immune cells reactive to
Epstein-Barr virus derived autologous lymphoblastoid cell lines, Bhaduri-Mcintosh etal.

SELECTED COMMUNITY SERVICE AND COACHING

Alumni Interviewer, Princeton University, Princeton, NJ Prox, 1999-2005
Committee on the Medical Aspects of Sport, Connecticut Medical Society, 2001-2015
Sports Medicine Advisory Council, New England Prep School Prox 2008-2013
Youth Hockey Coach, 1987-1999, Hanover Youth Hockey Association, Hanover, NH
President, Hanover Youth Hockey Association 1990-1994 (prox.)
Youth Lacrosse Coach, 1989-1993, Hanover Parks & Recreation, Hanover, NH
Head Lacrosse Coach, Hanover, NH, High School, Boys Varsity Lacrosse 1996
Asst. Varsity Coach, JV Coach, Hanover, NH, High School, Boys Lacrosse 1993-1995
Director, Vermont Business Roundtable, Burlington, Vermont 1987-1989 (prox.)
Trustee and Treasurer, Farm and Wilderness Foundation, Plymouth, Vt. 1980's
Team Physician, Football, Hanover High School (NH), Lyman Hall High School (CT)
Boys JV Hockey Coach, Choate-Rosemary Hall, Wallingford, Ct. 1999-2015
Boys JV, Varsity Lacrosse Coach, Choate Rosemary Hall, Wallingford, Ct. 1999-2013
Naval Officer, United States Navy, Active Duty 1970-1971 (Lt. USNR)

David W. Beaufait M.D.

EDUCATION

1971-1975 B.S. with Honors & PBK, Stanford University, Stanford, CA
1975-1979 M.D. University of Washington School of Medicine, Seattle, WA

RESIDENCY

1979-1982 Highland Hospital / University of Rochester Family Medicine
Residency Program, Rochester, NY

FELLOWSHIP

1982-1983 Temple University Department of Community Medicine and Family
Practice, Philadelphia, PA

EMPLOYMENT

2002- Current Doctors Who Care LLC, Enfield, NH
Physician and Principal, Solo Private Family Practice,
same patients

1991-2002 Alice Peck Day Mascoma Valley Community Care Center, Enfield, NH
Hospital Employed Family Practice Physician, same patients

1983-1991 Parker & Beaufait, PA, Enfield, NH
Physician and Partner, Private Family Practice, two physicians.

2001- Current Dartmouth Hitchcock Medical Center, Lebanon, NH.
Contract Family Physician for hospitalized patients

1983-2001 Dartmouth Hitchcock Family Physicians, Lebanon, NH.
Contract Family Physician for hospitalized patients

APPOINTMENTS

1983- Current Dartmouth Hitchcock Medical Center, Lebanon, NH
Active Medical Staff

1983- Current Alice Peck Day Memorial Hospital, Lebanon, NH
Active Medical Staff

1983- Current Assistant Professor of Community and Family Medicine
Dartmouth Medical School

MEDICAL LICENSE

1983- Current: New Hampshire
Inactive: New York, Pennsylvania

BOARD CERTIFICATION

1983- Current American Board of Family Physicians
Recertified 1989, 1996, 2003, 2010

Kerry Lavalley

Objective

A long term position in your facility as a Clinical Informaticist Medical Assistant, where I may continuously utilize and improve upon my skill set to give the highest quality patient care possible.

Qualifications

Completion of an accredited Licensed Nursing Assistant Program. Health Science Technology Certificate. Associate's Degree in Liberal Arts. Certificate in Medical Assisting. Associate's Degree in Medical Assisting. CPR certified. Computer and technology training as part of college education and professional experience in healthcare.

Education

White Mountains Communication College: Certificate in Medical Assisting May 2012, Associate's Degree in Medical Assisting December 2012. Associate's Degree in Liberal Arts May 2011, Certificate in Health Science Technology May 2010, Licensed Nursing Assistant Program June 2007. Class rank: top 5 percent.

Achievements and Awards

Dean's list each semester 2007-2012. President's List. Phi Theta Kappa National Honor Society. Unique Endowment Scholarship 2007-2011. Unique Scholarship 2007-2011.

Volunteer Work and Community Service

Teacher's Assistant for Pamela Delli-Colli Professor of Psychology, Sociology, and Human Growth and Development at White Mountains Community College. Providing end of life care, comfort, and support to patients and their loved ones in my community.

Experience

Beth Israel Deaconess Health Care Pembroke
Pembroke, MA 02359
Employment Dates: 8/2015 – present

Medical Assistant II

Job Duties: Pre-visit planning, preparing patients for examinations, taking vital signs, administration of immunizations, administering nebulizer treatments, specimen collection, wound care, obtaining and properly recording patients' medical history, vital statistics and information in medical records, chart abstraction, explaining treatment procedures, conditions, medications, diets, test results, and physicians' instructions to patients, obtaining approvals for prior authorizations, performing hearing and vision screenings, assisting in medical emergencies, preparing exams rooms, monofilament testing, assisting

provider clinically and administratively, OSHA Compliance, CLIA Compliance, VFC Program, Best Practices, establishing workflows, protocols and procedures, auditing compliance, training of other staff, Coordination of Care and TCM, ordering of clinical and lab supplies, PMP Monitoring.

South Shore Medical Center
Norwell, MA 02061

Employment Dates: 04/2015 -5/2017

Job Duties: Pre-visit planning, preparing patients for examinations, taking vital signs, administration of immunizations, administering nebulizer treatments, specimen collection, wound care, obtaining and properly recording patients' medical history, vital statistics and information in medical records, chart abstraction, explaining treatment procedures, conditions, medications, diets, test results, and physicians' instructions to patients, obtaining approvals for prior authorizations, performing hearing and vision screenings, assisting in medical emergencies, preparing exams rooms, monofilament testing, assisting provider clinically and administratively.

Clinical Informatics Consultant
Marshfield, MA 02050

Employment Dates: 04/2015 – present

Job Duties:

IT support, assisting with remediation of EMR system, analyzing and improving in-patient documentation applications, providing clinical updates and recommendations to clinical staff based on in-depth knowledge and expertise of policies, procedures and operations, leading and recommending documentation strategies and workflow changes to meet current patient safety and quality standards, trending data and providing clinical updates for Health and Quality Information Management, Safety and Compliance, and Clinical Educators to improve clinical ordering and documentation, serving as an expert resource for issues related to improving clinical workflows utilizing electronic systems, updating and maintaining a catalog of documentation workflow improvement needs as they relate to electronic documentation systems, developing and communicating change control procedures and clinical updates for the eClinicalWorks electronic medical system, leading assigned benchmarking projects as related to EMR documentation and clinical workflow including PCMH, Meaningful Use, UDS and NCQA, development and process of detailed project plans, timelines and identifying appropriate resources needed to provide timely internal and external reports, responsibility for assigned tasks within the specifications of the project management schedule for maintenance of various applications throughout their lifecycle, evaluating system utilization and performance and recommending potential system enhancement, coordinating improving clinician documentation through a variety of methods such as job aids, assisting in development of a universal training system, training clinical staff, template design and implantation, assisting in development of the patient portal and quality improvement strategies for clinical staff.

Little Rivers Health Care

Wells River, VT 05081

Position: Medical Assistant/Clinical Informatics

Employment Dates: Internship 03/2012 – 04/2015

Job Duties

Medical Assistant: Preparing patients for examinations, taking vital signs, pre-visit planning, performing EKG's and CLIA waived tests, administration of medications and immunizations, authorizing of prescriptions, assisting providers with procedures, collecting blood, tissue or other laboratory specimens and preparing them for testing, wound care, obtaining and properly recording patients' medical history, vital statistics and information in medical records, explaining treatment procedures, conditions, medications, diets, test results, and physicians' instructions to patients, removing sutures and staples, cleaning and sterilizing of equipment and supplies, performing hearing and vision screenings, assisting in medical emergencies, preparing exams rooms, ordering supplies, obtaining approvals for prior authorizations, diabetic patient education, abstraction of patient's paper medical records into EMR, OSHA representative, ACT 75 representative, scheduling appointments, performing general office duties such as answering telephones, taking dictation, completing insurance forms, registering patients, assisting with referrals, coordination of care and testing at outside facilities, and medical records.

Clinical Informatics: IT support, assisting with remediation of EMR system, analyzing and improving in-patient documentation applications, providing clinical updates and recommendations to clinical staff based on in-depth knowledge and expertise of policies, procedures and operations, leading and recommending documentation strategies and workflow changes to meet current patient safety and quality standards, trending data and providing clinical updates for Health and Quality Information Management, Safety and Compliance, and Clinical Educators to improve clinical ordering and documentation, serving as an expert resource for issues related to improving clinical workflows utilizing electronic systems, updating and maintaining a catalog of documentation workflow improvement needs as they relate to electronic documentation systems, developing and communicating change control procedures and clinical updates for the eClinicalWorks electronic medical system, leading assigned benchmarking projects as related to EMR documentation and clinical workflow including PCMH, Meaningful Use, UDS and NCQA, development and process of detailed project plans, timelines and identifying appropriate resources needed to provide timely internal and external reports, responsibility for assigned tasks within the specifications of the project management schedule for maintenance of various applications throughout their lifecycle, evaluating system utilization and performance and recommending potential system enhancement, coordinating improving clinician documentation through a variety of methods such as job aids, assisting in development of a universal training system, training clinical staff, template design and implantation, assisting in development of the patient portal and quality improvement strategies for clinical staff.

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pg 4

Grafton County Nursing Home
North Haverhill, NH 03774
Position: Licensed Nursing Assistant
Employment Dates: 10/2007 – 09/2009

Job duties: Providing daily care to residents, assisting with activities of daily living, and taking vital signs. Collecting specimen samples for testing, administering blood glucose tests, and performing EKG's. Assisting residents with oxygen usage and equipment.

Budget Lumber
North Haverhill, NH 03774
Position: Contractor Sales/ Paint/Counter/Hardware/Receiving Manager
Employment Dates: 03/2007 – 06/2009

Job duties: Sales and Service, cash control, training of new employees, ordering and monitoring of inventory, merchandising, bringing new product lines into the store, receiving inventory, setting and maintaining of profit margins, managing of different departments within the store, designed and maintained company website, occasionally designed print ads, scheduling deliveries, handling of customer complaints and inquiries.

Dickson's Discount
Woodsville, NH 03785
Position: Store Manager
Employment Dates: 02/2004 – 11/2006

Job Duties: Customer sales and service, assisting with the daily operations of the store, merchandising, receiving, and maintaining of inventory, training of new employees, cash control, loss prevention, opening and closing of the store.

Wendy Merrihew

Education:

1990: High School Diploma: South Royalton High School

1995: Practical Nursing Diploma: River Valley Community College (NHCTC)

1999: Associate Degree in Nursing: River Valley Community College (NHCTC)

2013: Bachelor's Degree in Nursing: Franklin Pierce University

Licenses:

Registered Nurse: State of NH

Certifications:

2014: Basic Life Support and CPR

2002: Anticoagulation Certification

Employment:

04/16-Current: VA Medical Center in White River Junction, VT

Job Title: Staff Nurse

Job Description: In this position I call patients to assist with triage and make appointments as necessary. I do medication reconciliations, administer vaccinations, inform patients of test results, and assist patients with medication refills. I assist the providers with any procedures that

need to be done, as well as assist with any patients who walk in without an appointment needing to be triaged.

05/15-04/16: DHMC

Job Title: Staff Nurse

Job Description: In this position I work in pediatrics on the CHAD unit. I provide care to newborns through the age

of 19 years. The care involves diagnosis's of diabetes, endocrinology, cardiology, neurology, drug addicted infants, urology, orthopaedics, plastics, failure to thrive/eating disorders, and abuse/social situations. We provide IV therapy, feedings via NGT/G-tube, dressing changes, administration of IVIG/DHE, wound care, diabetic education and family education and support.

09/12-Current : DHMC

Job Title: Staff Nurse

Job Description: In this position I work on 3 west which is the floor for orthopaedics/plastics/trauma patients. I provide care to a variety of patients before and after their surgeries. This care can include IV therapy, transfusions, pain control, mobility, dressing changes, irrigations, diabetic care, and wound care.

09/12-09/2013: Lake Sunapee Region Visiting Nurse Association

Job Title: Staff Nurse

Job Description:

I am the case manager for the pediatric homecare/hospice population, and also assist with the adult visits. I provide in home care which includes IV therapy, maintenance of PICC lines/mediports/broviac lines, assess home safety/social issues, diabetic support/education, and postpartum care.

10/11-9/2013: Cardigan Mountain School

Job Title: School Nurse

Job Description:

As a school nurse I triage and assess various injuries, and illnesses. I dispense oral and injectable medications. I also provide teaching of medical treatments, and medication administration.

09/11-08/12: Dartmouth Hitchcock Orthopaedics

Job Title: Staff Nurse

Job Description:

In this position I triage patients with post-surgical concerns, new onset of orthopaedic problems, as well as chronic issues. I assist with office procedures, such as tenotomies, wound checks, dressing changes, and club foot casting. I help facilitate patients in obtaining medical equipment, supplies, and orthotics.

2/09-9/11: Dartmouth Hitchcock Vascular Access Service

Job Title: Staff Nurse, Per Diem

Job Description:

I assisted in starting, and maintaining IV access on a variety of patients. I also helped maintain mediports, and PICC lines.

08/10-09/11 & 07/06-06/09: Visiting Nurse and Hospice Association of VT/NH

Job Title: Case Manager

Job Description:

This position required me to triage ante/postpartum clients, and children up to the age of eighteen with various illnesses, post-surgical needs, social risks, and hospice care. I planned, organized, and followed up on clients plans of care. My job also included pre-natal/parenting education, medication teaching, wound assessments, dressing changes, wound vacs, G/J tube feedings, IV therapy teaching, monitoring, and administration of meds via PICC lines or mediports, chemotherapy treatment, as well as blood draws. I also worked as a liaison for community resources, primary care providers, and other specialists as needed.

06/09-08/10 & 06/99-12/03: RAMCCC: A Department of Alice Peck Day Memorial Hospital

Job Title: Staff Nurse

Job Description:

With this position I provided telephone triage, assisted with office procedures, such as circumcisions, vasectomies, surgical mole removal, as well as wart removal. I also helped with prescription assistance, medication management, and refills. I provided anticoagulation point of care testing, and management, as well as patient education, and follow-up.

05/97-12/08: Alice Peck Day Memorial Hospital

Job Title: Staff Nurse

Job Description:

Working on the medical-surgical floor allowed me the opportunity to care for patients presenting with a variety of illnesses, and post-surgical conditions. I was part of a team that organized plans of care, and then helped to assist the patient in reaching their goals. This involved pain management, post-op care, a variety of medical treatments, patient and family education.

Licensed Clinical Social Worker/Behavioral Health Provider

GENERAL DESCRIPTION: Under matrixed supervision with the Clinical Director and Behavioral Health Lead, in consultation to our physicians and mid-level practitioners, and in collaboration with the entire clinical team, the social worker/behavioral health provider delivers mental health care and counseling to patients, commensurate with training, and in accordance with, the goals of Mascoma Community Health Center [MCHC]. He/she serves as a resource to all clinic staff, giving guidance in best practices, troubleshooting of behavioral/mental health services, and operations issues in priority of urgency, according to MCHC policy and FQHC standards. The social worker also monitors clinical performance to ensure clinical services and operations are in compliance with all applicable regulatory and licensing agencies.

RESPONSIBILITIES:

Clinical Functions:

- Conduct rapid assessments of, diagnose, and consult upon mental health and/or substance abuse disorders
- Assess for suicide and other life-threatening behaviors, and make referrals for patients for appropriate levels of care
- Make treatment recommendations and recommendations regarding appropriate levels of care for mental health and substance abuse treatment to the clinical treatment team at MCHC
- Provide psychotherapy and substance abuse treatment.
- Provide brief behavioral medicine clinical interventions and education to patients.
- Provide crisis assessment, intervention, and stabilization.
- Facilitate psychotherapeutic groups which may include the following topics: family therapy, smoking cessation, chronic pain management, relaxation, substance abuse support, and other behavioral health/behavioral medicine topics.
- Assist in the provision of medical case management/ care coordination services to patients.
- Assist patients with obtaining community resources and all benefits to which they may be entitled. Assist patients with application to state and federal programs.
- Provide chronic disease, trauma, and grief counseling to patients and families, to assist them with coping and self-management, education, and healing.
- Provide tobacco cessation support, alcohol and drug abuse counseling and support/referrals
- Assess for domestic violence issues. Assist patient with safety planning, restraining orders, and referrals to appropriate agencies.
- Other functions or duties as assigned.

Performance Improvement Functions:

- Reviews results of patient satisfaction surveys
- Reviews patient complaints.

- Leads and/or participates in clinical initiatives to improve the quality and safety of the MCHC care delivery model.

General:

- Demonstrates an understanding of MCHC's mission in performing all aspects of the position.
- Demonstrates commitment to, and understanding of MCHC's Service Excellence Standards, by modeling service excellence in all internal and external relationships, addressing service excellence deficits in staff, and in performance of all duties and responsibilities of this position.
- Demonstrates a caring and helpful attitude when interacting with patients, vendors and fellow employees. Strives to build cooperative partnerships with internal and external customers.
- Expresses sensitivity to needs of culturally and linguistically diverse patient and employee population.
- Understands and is committed to maintaining highest level of confidentiality, and handles confidential information as defined in MCHC's policies.
- Performs all duties in support of successful EHR implementation and utilization.
- Demonstrates a pattern of continued learning in order to ensure growth as a clinician.
- Attends internal and external meetings, workshops, and conferences, and participates on task forces or committees, as necessary and/or required by MCHC, Inc.
- Provides additional assistance within and outside of clinical arena, as requested and/or as appropriate, to ensure the ongoing success of the organization.
- Willingness and ability to work evenings and weekends, as needed.
- Other duties or responsibilities as assigned.

MINIMUM QUALIFICATIONS:

- MSW/Clinical Social Work degree from a graduate school of social work accredited by the Council on Social Work Education (CSWE)
- Minimum of three to five years' experience in a clinical setting
- Licensure as an independent clinical social worker in the state of NH
- Experience and expertise in the assessment, diagnosis, and treatment of mental health and substance abuse disorders, including the utilization of known and proven therapeutic treatment modalities
- Ability, training, and interest in working with diverse populations and age groups with co-occurring mental and physical health issues, with goals of assisting these patients with coping, self-management, education, and other skills and tools essential for healing
- Ability to maintain necessary certifications and licensure relevant to position and the credentialing necessary for insurance reimbursement for billed services

PREFERRED QUALIFICATIONS

- Previous experience providing clinical care within a community health center or as a medical social worker.

PHYSICAL DEMANDS

- Must be able to sit for prolonged periods of time
- Must have eye-hand coordination and manual dexterity sufficient to operate a normal complement of office equipment
- Normal range of hearing and eyesight required to record, prepare and communicate effectively
- Must be able to perform a combination of computer, telephone, and miscellaneous desk work
- Must be able attend meetings within clinic and at other organizations
- Unless otherwise stated, must perform duties for 40 hours per week, sometimes outside of normal business hours
- Must have valid drivers' license and provide own transportation to offsite meetings and conferences



Mascoma Community Healthcare, Inc
PO Box 550
18 Roberts Rd
Canaan, NH 03741

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donna Ransmeier	Clinical Director	95,000	3.5	\$3305
Sonia Blair	Receptionist	35,000	3.5	\$1218
Lisa Harris	Billing & coder	90,000	3.5	\$3130
Dr. Carrie Webber	Family Medicine	217,000	4	\$8640
Dr. Benjamin Gardner	Pediatrician Family Medicine	93,500	4	\$3722
Dr. David Beaufait	Family Medicine	93,500	8	\$3722
Kerre Smith-Lavalley	Medical Asistant	50,000	4	\$1991
Wendy Merrihew	Registered Nurse	75,000	8	\$5972
TBD	Licensed Clinical Social Worker	60,000	8	\$4778

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-09)

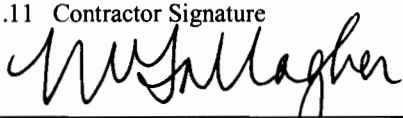
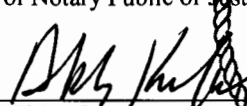

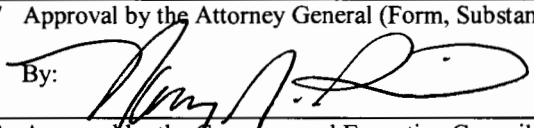
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

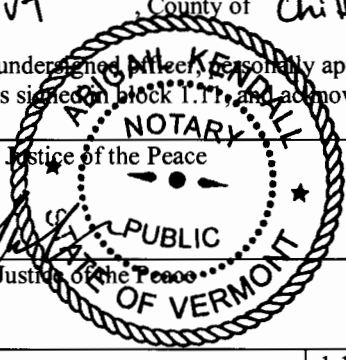
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Planned Parenthood of Northern New England		1.4 Contractor Address 784 Hercules Drive, Suite 110 Colchester, VT 05446	
1.5 Contractor Phone Number 802-448-9778	1.6 Account Number 05-95-90-902010-5530-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$548,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Megan Gallagher President/CEO	
1.13 Acknowledgement: State of <u>VT</u> County of <u>Chittenden</u> On <u>October 13, 2017</u> , before the undersigned Notary, 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 Abby Kendall			
1.14 State Agency Signature, 		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS	
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) (if applicable) By:  On: <u>10/30/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

IEC/BCC – Information, Education, Communication/Behavior Change Communication

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.



Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of eleven thousand (11,000) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval.



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
 - 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
 - 6.3.1. Any critical position is vacant for more than one month.

There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.



Exhibit A

8.3. Federal Reporting Requirements:

- 8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

- 8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

- 10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHScontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-2 - BUDGET

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

Bidder/Program Name: Planned Parenthood of Northern New England

Budget Request for: RFA-2018-DPHS-03-FAMIL
(Name of RFP)

Budget Period: July 1, 2018 - June 30, 2019

Line Item	2018	2019	2018	2019	2018	2019	2018	2019
1. Total Salary/Wages	\$ 1,893,505.84	\$ 50,893.00	\$ 1,844,198.84	\$ 1,759,825.00	\$ 50,893.00	\$ 1,810,518.00	\$ 133,880.84	\$ -
2. Employee Benefits	\$ 401,848.00	\$ 59,894.00	\$ 461,842.00	\$ 373,583.00	\$ 59,894.00	\$ 433,587.00	\$ 28,355.00	\$ -
3. Consultants	\$ 10,840.00	\$ -	\$ 14,517.00	\$ 10,075.00	\$ 3,877.00	\$ 13,752.00	\$ 765.00	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 6,841.00	\$ 1,689.00	\$ 6,530.00	\$ 6,358.00	\$ 1,689.00	\$ 8,047.00	\$ 483.00	\$ -
Repair and Maintenance	\$ 9,789.00	\$ 30,528.00	\$ 40,327.00	\$ 8,198.00	\$ 30,528.00	\$ 39,838.00	\$ 691.00	\$ -
Purchase/Depreciation	\$ 2,470.00	\$ 12,251.00	\$ 14,721.00	\$ 2,288.00	\$ 12,251.00	\$ 14,347.00	\$ 174.00	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,120.00	\$ 210.00	\$ 1,330.00	\$ 1,041.00	\$ 210.00	\$ 1,251.00	\$ 79.00	\$ -
Lab	\$ 132,992.00	\$ -	\$ 132,992.00	\$ 123,810.00	\$ -	\$ 123,810.00	\$ 9,382.00	\$ -
Pharmacy	\$ 623,481.18	\$ -	\$ 623,481.18	\$ 579,607.00	\$ -	\$ 579,607.00	\$ 43,874.18	\$ -
Medical	\$ 98,739.00	\$ -	\$ 98,739.00	\$ 91,774.00	\$ -	\$ 91,774.00	\$ 6,965.00	\$ -
Office	\$ 25,987.00	\$ 7,740.00	\$ 33,307.00	\$ 23,783.00	\$ 7,740.00	\$ 31,503.00	\$ 1,804.00	\$ -
Travel	\$ 48,878.00	\$ 10,093.00	\$ 59,071.00	\$ 45,523.00	\$ 10,093.00	\$ 55,618.00	\$ 3,455.00	\$ -
6. Occupancy	\$ 338,381.00	\$ 29,213.00	\$ 367,594.00	\$ 314,510.00	\$ 29,213.00	\$ 343,723.00	\$ 23,871.00	\$ -
6. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 77,221.00	\$ 7,613.00	\$ 84,834.00	\$ 71,774.00	\$ 7,613.00	\$ 79,387.00	\$ 5,447.00	\$ -
Postage	\$ 13,851.00	\$ 1,400.00	\$ 15,351.00	\$ 12,961.00	\$ 1,400.00	\$ 14,367.00	\$ 984.00	\$ -
Subscriptions	\$ 12,825.00	\$ 53,404.00	\$ 65,829.00	\$ 11,841.00	\$ 53,404.00	\$ 65,045.00	\$ 884.00	\$ -
Audit and Legal	\$ -	\$ 35,584.00	\$ 35,584.00	\$ -	\$ 35,584.00	\$ -	\$ -	\$ -
Insurance	\$ 19,357.00	\$ -	\$ 19,357.00	\$ 17,892.00	\$ -	\$ 17,892.00	\$ 1,385.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 39,367.00	\$ 9,878.00	\$ 49,245.00	\$ 36,590.00	\$ 9,878.00	\$ 46,468.00	\$ 2,777.00	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licensed Professionals	\$ 5,388.00	\$ -	\$ 5,388.00	\$ 5,008.00	\$ -	\$ 5,008.00	\$ 380.00	\$ -
Professional Services	\$ 100,230.00	\$ 13,040.00	\$ 113,270.00	\$ 83,159.00	\$ 13,040.00	\$ 106,199.00	\$ 7,071.00	\$ -
Bank Fees/Miscellaneous	\$ 21,444.00	\$ 2,937.00	\$ 24,381.00	\$ 19,951.00	\$ 2,937.00	\$ 22,888.00	\$ 1,513.00	\$ -
TOTAL	\$ 3,884,148.00	\$ 329,982.00	\$ 4,214,097.00	\$ 3,619,148.00	\$ 329,982.00	\$ 3,949,097.00	\$ 274,000.00	\$ -
Indirect As A Percent of Direct	7.0543%							

Initials: RG
Date: 10/13/17



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. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be 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.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.



Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

See below

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

Contractor Name:

10/13/17
Date

M. J. Gallagher
Name: Megan Gallagher
Title: President/CEO

Claremont: 136 Pleasant St., Claremont, Sullivan, NH 03743
Derry: 4 Birch St., Derry, Rockingham, NH 03038
Exeter: 108 High St., Exeter, Rockingham, NH 03833
Keene: 8 Middle St., Keene, Cheshire, NH 03431
Manchester: 24 Pennacook St., Manchester, Hillsborough, NH 03104



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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


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

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

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

Contractor Name:

10/13/17
Date


Name: Megan Gallagher
Title: President/CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS


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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: PPNNE

10/13/17
Date


Name: Megan Gallagher
Title: President/CEO



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

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

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

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

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

Exhibit G

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

Contractor Initials mg



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

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

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

Contractor Name: PPNNE

10/13/17
Date

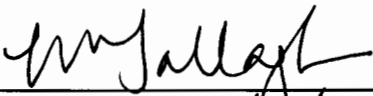

Name: Megan Gallagher
Title: President/CEO

Exhibit G

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

Contractor Initials mg



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: PPNNE

10/13/17
Date

M. Gallagher
Name: Megan Gallagher
Title: President / CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

[Handwritten Signature]

Signature of Authorized Representative

LISA MORRIS

Name of Authorized Representative

DIRECTOR, DPH

Title of Authorized Representative

10/27/17

Date

PPNNE

Name of the Contractor

[Handwritten Signature]

Signature of Authorized Representative

Meagan Gallagher

Name of Authorized Representative

President & CEO

Title of Authorized Representative

10/13/17

Date



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

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

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

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

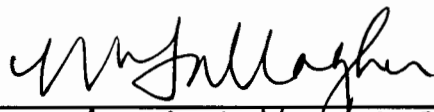
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: PPNNE

10/13/17
Date


Name: Meagan Gallagher
Title: President / CEO



FORM A

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

1. The DUNS number for your entity is: Claremont: 85-964-9154, Derry: 88-480-5359, Exeter: 84-858-2115, Keene: 95-992-4218, and Manchester: 03-166-8973
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

New Hampshire Department of Health and Human Services
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

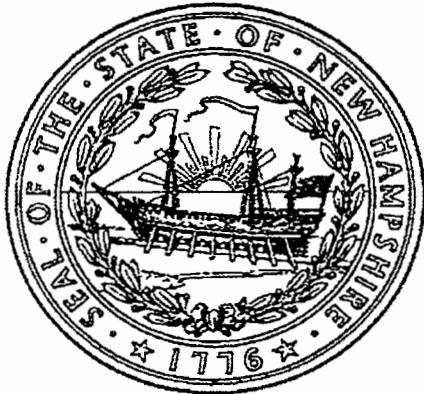
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on September 28, 1984. 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: 77950



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of October A.D. 2017.

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

William M. Gardner
Secretary of State

NH DHHS CERTIFICATE OF VOTE

I, Melinda Moulton, of Planned Parenthood of Northern New England, do hereby certify that:

1. I am the duly elected Secretary of Planned Parenthood of Northern New England;
2. The following are true copies of the resolution duly adopted by a vote of the Board of Trustees of the corporation, duly held on October 13th, 2017;

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

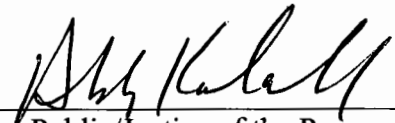
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of October 13th, 2017.
4. Megan Gallagher is the duly elected CEO of this corporation.



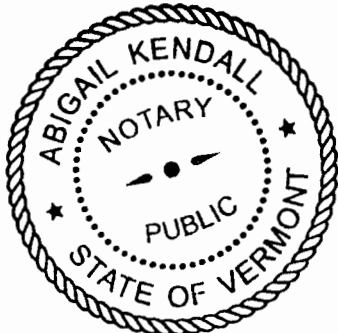
Melinda Moulton, Secretary

STATE OF VT
COUNTY OF Chittenden

The foregoing instrument was acknowledged before me this October 13th, 2017 by Melinda Moulton.



Notary Public/Justice of the Peace
My Commission Expires: February 10, 2019





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/16/2017

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).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: healthcare.accounts@marsh.com Fax: 212-948-1307	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
109210-WC-30-30-17-18 COL,VT GLWCP	INSURER A : New Hampshire Insurance Company	NAIC # 23841
INSURED PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. 784 HERCULES DR, SUITE 110 COLCHESTER, VT 05446	INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-010145542-02 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			082695195	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ INCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 015425137	01/01/2017	01/01/2018	<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
B	MEDICAL PROFESSIONAL CLAIMS-MADE COVERAGE			6793286 'Program Retro Date: 11/1/76'	01/01/2017	01/01/2018	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)
RE: NEW HAMPSHIRE FAMILY PLANNING SERVICES AGREEMENT
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR WITH RESPECTS TO GENERAL LIABILITY.

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
ATTN: E. MARIA REINEMANN, ESQ., DIRECTOR
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
of Marsh USA Inc.
Ricki Fitzsimmons *Ricki Fitz*



PROGRAM SUPPORT DEPARTMENTS

784 Hercules Drive, Suite 110, Colchester, VT 05546 • 800-287-8188
443 Congress., 3rd Floor, Portland, ME 04101 • 800-854-9762
18 Low Ave., Concord, NH 03301 • 844-250-7957

Mission Statement:

The mission of Planned Parenthood of Northern New England is to provide, promote, and protect access to reproductive health care and sexuality education so that all people can make voluntary choices about their reproductive and sexual health.



**PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC.
AND RELATED ENTITIES**

CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2016

(with Comparative Totals for 2015)

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Planned Parenthood of Northern New England, Inc. and Related Entities

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Planned Parenthood of Northern New England, Inc. and Related Entities (PPNNE), which comprise the consolidated statement of financial position as of December 31, 2016, and the related consolidated statements of activities, cash flows and functional expenses for the year 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 audit. We conducted our audit 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit 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 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 PPNNE's internal control. Accordingly, we express no such opinion. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statement presentation.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of PPNNE as of December 31, 2016, and the consolidated results of their operations, changes in their net assets and their cash flows for the year then ended, in conformity with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited PPNNE's 2015 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated April 29, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 1, 2017 on our consideration of PPNNE'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 PPNNE's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
May 1, 2017
Registration No. 92-0000278

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Financial Position

**December 31, 2016
(With Comparative Totals for December 31, 2015)**

ASSETS

	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	Permanently <u>Restricted</u>	<u>2016 Total</u>	2015 <u>Total</u>
Current assets					
Cash	\$ 1,186,795	\$ 1,851,305	\$ -	\$ 3,038,100	\$ 2,676,596
Accounts receivable, net	1,286,779	-	-	1,286,779	1,247,944
Contributions receivable, net	758,524	331,648	-	1,090,172	1,399,352
Other	<u>844,425</u>	<u>-</u>	<u>-</u>	<u>844,425</u>	<u>969,250</u>
Total current assets	<u>4,076,523</u>	<u>2,182,953</u>	<u>-</u>	<u>6,259,476</u>	<u>6,293,142</u>
Property and equipment					
Land	54,157	-	-	54,157	247,561
Buildings	2,998,730	-	-	2,998,730	3,119,403
Leasehold improvements	4,818,408	-	-	4,818,408	4,638,042
Furniture, fixtures and equipment	2,855,284	-	-	2,855,284	2,779,346
Construction-in-progress	<u>218,555</u>	<u>-</u>	<u>-</u>	<u>218,555</u>	<u>37,247</u>
	10,945,134	-	-	10,945,134	10,821,599
Less accumulated depreciation and amortization	<u>(6,365,503)</u>	<u>-</u>	<u>-</u>	<u>(6,365,503)</u>	<u>(6,319,281)</u>
Property and equipment, net	<u>4,579,631</u>	<u>-</u>	<u>-</u>	<u>4,579,631</u>	<u>4,502,318</u>
Other assets					
Contributions receivable, net of current portion	-	371,057	-	371,057	733,781
Long-term investments	3,147,866	559	1,300,118	4,448,543	4,235,438
Other	<u>232,210</u>	<u>444,068</u>	<u>-</u>	<u>676,278</u>	<u>650,209</u>
Total other assets	<u>3,380,076</u>	<u>815,684</u>	<u>1,300,118</u>	<u>5,495,878</u>	<u>5,619,428</u>
Total assets	<u>\$12,036,230</u>	<u>\$ 2,998,637</u>	<u>\$ 1,300,118</u>	<u>\$16,334,985</u>	<u>\$16,414,888</u>

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

LIABILITIES AND NET ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
Current liabilities					
Current portion of long-term debt	\$ 88,000	\$ -	\$ -	\$ 88,000	\$ 289,000
Accounts payable and accrued expenses	565,906	-	-	565,906	658,273
Accrued salaries and benefits	737,249	-	-	737,249	690,843
Other	<u>879,603</u>	<u>-</u>	<u>-</u>	<u>879,603</u>	<u>1,492,344</u>
Total current liabilities	2,270,758	-	-	2,270,758	3,130,460
Long-term debt, net of current portion	<u>592,830</u>	<u>-</u>	<u>-</u>	<u>592,830</u>	<u>680,294</u>
Total liabilities	<u>2,863,588</u>	<u>-</u>	<u>-</u>	<u>2,863,588</u>	<u>3,810,754</u>
Net assets					
Undesignated	6,434,884	-	-	6,434,884	4,394,913
Board-designated for long-term investment	2,737,758	-	-	2,737,758	2,630,422
Temporarily restricted	-	2,998,637	-	2,998,637	4,298,985
Permanently restricted	<u>-</u>	<u>-</u>	<u>1,300,118</u>	<u>1,300,118</u>	<u>1,279,814</u>
Total net assets	<u>9,172,642</u>	<u>2,998,637</u>	<u>1,300,118</u>	<u>13,471,397</u>	<u>12,604,134</u>
Total liabilities and net assets	<u>\$12,036,230</u>	<u>\$ 2,998,637</u>	<u>\$ 1,300,118</u>	<u>\$16,334,985</u>	<u>\$16,414,888</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Activities

**Year Ended December 31, 2016
(With Comparative Totals for Year Ended December 31, 2015)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
Operating revenue and support					
Gross patient service revenue	\$ 36,750,432	\$ -	\$ -	\$ 36,750,432	\$ 33,216,850
Less contractual allowances and discounts	<u>23,504,356</u>	<u>-</u>	<u>-</u>	<u>23,504,356</u>	<u>20,806,294</u>
Patient service revenue (net of contractual allowances and discounts)	13,246,076	-	-	13,246,076	12,410,556
Less provision for bad debts	<u>454,883</u>	<u>-</u>	<u>-</u>	<u>454,883</u>	<u>575,164</u>
Net patient service revenue	12,791,193	-	-	12,791,193	11,835,392
Grants and contracts	3,824,916	-	-	3,824,916	3,338,644
Contributions and bequests	5,188,487	421,933	-	5,610,420	7,212,713
Other	<u>589,560</u>	<u>53,540</u>	<u>-</u>	<u>643,100</u>	<u>267,397</u>
	22,394,156	475,473	-	22,869,629	22,654,146
Net assets released from restrictions	<u>958,154</u>	<u>(958,154)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total operating revenue and support	<u>23,352,310</u>	<u>(482,681)</u>	<u>-</u>	<u>22,869,629</u>	<u>22,654,146</u>
Operating expenses					
Program services					
Direct patient services	16,260,795	-	-	16,260,795	16,231,053
Education and outreach	135,195	-	-	135,195	119,701
Public policy	2,080,060	-	-	2,080,060	929,083
Marketing and communication	<u>270,103</u>	<u>-</u>	<u>-</u>	<u>270,103</u>	<u>221,689</u>
Total program services	<u>18,746,153</u>	<u>-</u>	<u>-</u>	<u>18,746,153</u>	<u>17,501,526</u>
Support services					
General and administrative	2,235,984	-	-	2,235,984	2,385,795
Fundraising	1,027,247	-	-	1,027,247	1,005,343
PPFA program support	<u>244,025</u>	<u>-</u>	<u>-</u>	<u>244,025</u>	<u>233,104</u>
Total support services	<u>3,507,256</u>	<u>-</u>	<u>-</u>	<u>3,507,256</u>	<u>3,624,242</u>
Total expenses	<u>22,253,409</u>	<u>-</u>	<u>-</u>	<u>22,253,409</u>	<u>21,125,768</u>
Change in net assets from operations	<u>1,098,901</u>	<u>(482,681)</u>	<u>-</u>	<u>616,220</u>	<u>1,528,378</u>
Other changes					
Non-operating investment gain (loss)	236,351	(5,612)	-	230,739	(437,876)
Contributions	-	-	20,304	20,304	1,068,093
Net assets released from restrictions	<u>812,055</u>	<u>(812,055)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total other changes	<u>1,048,406</u>	<u>(817,667)</u>	<u>20,304</u>	<u>251,043</u>	<u>630,217</u>
Change in net assets	2,147,307	(1,300,348)	20,304	867,263	2,158,595
Net assets, beginning of year	<u>7,025,335</u>	<u>4,298,985</u>	<u>1,279,814</u>	<u>12,604,134</u>	<u>10,445,539</u>
Net assets, end of year	<u>\$ 9,172,642</u>	<u>\$ 2,998,637</u>	<u>\$ 1,300,118</u>	<u>\$ 13,471,397</u>	<u>\$ 12,604,134</u>

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Cash Flows

**Year Ended December 31, 2016
(With Comparative Totals for Year Ended December 31, 2015)**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 867,263	\$ 2,158,595
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	739,717	685,568
Provision for bad debts	454,883	575,164
Proceeds from contributed securities	444,188	852,230
Unrealized/realized (gain) loss on investments	(260,291)	367,521
Contributions restricted to long-term purposes	(20,304)	(1,068,093)
Change in value of beneficial interest in trusts	(37,635)	(34,813)
(Gain) loss on disposal of property	(60,677)	189,440
(Increase) decrease in		
Accounts receivable	(493,718)	(484,428)
Contributions receivable	638,326	(1,404,148)
Other current assets	124,825	(133,556)
Other long-term assets	11,566	40,858
Increase (decrease) in		
Accounts payable and accrued expenses	(92,367)	(125,534)
Accrued salaries and benefits	46,406	48,632
Other current liabilities	<u>(612,741)</u>	<u>603,771</u>
Net cash provided by operating activities	<u>1,749,441</u>	<u>2,271,207</u>
Cash flows from investing activities		
Purchases of property and equipment	(1,146,754)	(711,498)
Proceeds from sale of property	390,401	69,000
Proceeds from sale of investments	-	281,905
Purchases of investments	<u>(397,002)</u>	<u>(1,057,077)</u>
Net cash used by investing activities	<u>(1,153,355)</u>	<u>(1,417,670)</u>
Cash flows from financing activities		
Contributions received for long-term purposes	53,882	1,018,842
Principal payments on long-term debt	<u>(288,464)</u>	<u>(667,290)</u>
Net cash (used) provided by financing activities	<u>(234,582)</u>	<u>351,552</u>
Net increase in cash	361,504	1,205,089
Cash, beginning of year	<u>2,676,596</u>	<u>1,471,507</u>
Cash, end of year	\$ <u>3,038,100</u>	\$ <u>2,676,596</u>

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2016
(With Comparative Totals for Year Ended December 31, 2015)

	Direct Patient Services	Education and Outreach	Public Policy	Marketing and Communication	Total Program Services	General and Administrative	Fundraising	Total Support Services	2016 Total	2015 Total
Payroll and related costs	\$ 9,302,062	\$ 98,298	\$ 707,806	\$ 98,262	\$ 10,206,428	\$ 1,521,025	\$ 772,626	\$ 2,293,651	\$ 12,500,079	\$ 11,959,851
Contractual supplies	2,018,262	-	-	-	2,018,262	-	-	-	2,018,262	2,153,976
Outside laboratory fees	496,510	-	-	-	496,510	-	-	-	496,510	414,823
Occupancy costs	1,660,883	18,543	86,346	15,225	1,780,997	145,277	50,338	195,615	1,976,612	2,263,062
Medical supplies	682,300	-	-	-	682,300	-	-	-	682,300	618,046
Professional services	525,723	64	198,904	28,189	752,880	248,446	23,236	271,682	1,024,562	953,902
Advertising	-	-	451,315	89,767	541,082	14,115	-	14,115	555,197	137,579
Insurance and taxes	192,478	308	1,871	271	194,928	14,416	998	15,414	210,342	221,175
Printing and postage	94,532	3,463	7,950	24,644	130,589	6,290	40,645	46,935	177,524	204,922
Dues and materials	55,376	20	88,131	701	144,228	9,649	2,360	12,009	156,237	148,620
Interest expense	44,280	-	4,853	-	49,133	10,700	2,427	13,127	62,260	71,099
Other	545,400	14,447	515,244	13,044	1,088,135	199,072	122,575	321,647	1,409,782	1,060,041
Total expenses before depreciation and PPFA program support	15,617,806	135,143	2,062,420	270,103	18,085,472	2,168,990	1,015,205	3,184,195	21,269,667	20,207,096
Depreciation and amortization	642,989	52	17,640	-	660,681	66,994	12,042	79,036	739,717	685,568
Total expenses before PPFA program support	16,260,795	135,195	2,080,060	270,103	18,746,153	2,235,984	1,027,247	3,263,231	22,009,384	20,892,664
PPFA program support	-	-	-	-	-	244,025	-	244,025	244,025	233,104
Total expenses	\$ 16,260,795	\$ 135,195	\$ 2,080,060	\$ 270,103	\$ 18,746,153	\$ 2,480,009	\$ 1,027,247	\$ 3,507,256	\$ 22,253,409	\$ 21,125,768

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

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2016

(With Comparative Totals for December 31, 2015)

Nature of Activities

Planned Parenthood of Northern New England, Inc. (PPNNE) is a Vermont nonprofit corporation organized for the purpose of providing reproductive health and education services. PPNNE is also an advocacy organization working for public policies which guarantee reproductive rights and ensure access to services. PPNNE is registered to conduct business in Maine, New Hampshire and Vermont.

In 1990, PPNNE established the Planned Parenthood of Northern New England Action Fund, Inc., a nonprofit corporation, for the purpose of expanding lobbying activities for the states of Vermont, Maine and New Hampshire. During 2014, PPNNE amended the operating documents of Planned Parenthood of Northern New England Action Fund, Inc. to include activities for only the state of Vermont and renamed the corporation Planned Parenthood Vermont Action Fund, Inc. Also during 2014, PPNNE established Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc., both nonprofit corporations, for the purpose of expanding lobbying activities for the states of Maine and New Hampshire, respectively.

Operations and balances of Planned Parenthood Vermont Action Fund, Inc., Planned Parenthood Maine Action Fund, Inc. and Planned Parenthood New Hampshire Action Fund, Inc. (collectively known as the Action Funds) are considered immaterial to PPNNE, but are included in the accompanying consolidated financial statements.

1. Summary of Significant Accounting Policies

New Accounting Pronouncement

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, *Leases* (Topic 842). The ASU was issued to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements. The ASU is effective for annual periods beginning after December 15, 2019. Management is reviewing the guidance in the ASU to determine whether it will have a material effect on PPNNE's financial position or changes in its net assets.

Principles of Consolidation

The consolidated financial statements include the accounts of PPNNE and the Action Funds. The Action Funds are consolidated since PPNNE has both an economic interest in the Action Funds and control of the Action Funds through a majority voting interest in their governing boards. All material interorganizational transactions have been eliminated.

Comparative Financial Information

The consolidated 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 U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with PPNNE's consolidated financial statements for the year ended December 31, 2015, from which the summarized information was derived.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

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Use of Estimates

The preparation of the consolidated financial statements, in conformity with 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 consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows based on existence or absence of donor-imposed restrictions:

Unrestricted net assets: Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets: Net assets subject to donor-imposed stipulations that may or will be met by actions of PPNNE and/or the passage of time. 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 statement of activities as net assets released from restrictions. Net assets subject to donor-imposed stipulations that are met in the same reporting period are reported as unrestricted support.

Permanently restricted net assets: Net assets subject to donor-imposed stipulations that they be maintained permanently by PPNNE. Generally, the donors of these assets permit PPNNE to use all or part of the income earned on related investments for general or specific purposes.

Promises to Give

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

Income Taxes

The Internal Revenue Service has determined that PPNNE and its subsidiaries, the Action Funds, are exempt from taxation under Internal Revenue Code Sections 501(c)(3) and 501(c)(4), respectively. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

Cash

PPNNE maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. PPNNE has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash.

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Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

In evaluating the collectability of patient accounts receivable, PPNNE 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. Data for each major source is regularly reviewed to evaluate the allowance for doubtful accounts. For receivables relating to services provided to patients having third-party coverage, PPNNE analyzes contractually due amounts and provides an allowance for doubtful accounts and a corresponding provision for bad debts. For receivables relating to self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances for which third-party coverage exists for part of the bill), PPNNE records a provision for bad debts in the period of service based on past experience, which indicates that many patients are unable to pay amounts for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged against the allowance for doubtful accounts.

The allowance for doubtful accounts was approximately \$605,000 and \$547,000 at December 31, 2016 and 2015, respectively. During 2016 and 2015, net write-offs of self-pay accounts were \$509,883 and \$646,164, respectively.

Property and Equipment

Property and equipment is stated at cost at the date of acquisition or fair market value at the date of the gift. Donated property and equipment is 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, PPNNE reports expirations when the donated or acquired assets are placed in service as instructed by the donor. PPNNE reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using the straight-line method over the estimated useful lives of the underlying assets. Amortization of leasehold improvements is computed using the straight-line method over the lesser of the useful lives or the term of the underlying leases. The cost of maintenance and repairs is charged to expense as incurred; renewals and betterments greater than \$1,000 are capitalized.

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Investments

PPNNE is required to report covered investments in the statement of financial position at fair value with any realized or unrealized gains and losses reported in the consolidated statement of activities. Covered investments include all equity securities with readily determinable fair values and all investments in debt securities. All of PPNNE's investments are held in cash and cash equivalents, exchange traded funds or mutual funds.

Gifts of securities are reported at fair value on the date of the gift. PPNNE's policy is to liquidate all donated securities as soon as possible. Any resulting gain or loss is recognized in the unrestricted category.

An amount equal to investment income appropriated for operating purposes is included in operating revenue and support in the consolidated statement of activities. The remainder of investment income is excluded from the consolidated change in net assets from operations.

Changes in Net Assets from Operations

The statements of activities report changes in net assets from operations. The changes in net assets which are excluded from this measurement include investment gain (loss) recognized on investments less the annual spending policy, contributions which are permanently restricted by the donor or which are donor-restricted to be used for the purpose of acquiring long-term assets and the release thereof when PPNNE has complied with the donative restrictions.

Net Patient Service Revenue

PPNNE has agreements with third-party payors that provide for payments at amounts different from their established rates. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered. For the years ended December 31, 2016 and 2015, net patient service revenue was reduced by \$14,261,243 and \$12,533,812, respectively, as a result of third-party contractual allowances and other adjustments.

The census mix percentage by patients and third-party payors for the years ended December 31 was as follows:

	<u>2016</u>	<u>2015</u>
Private pay	21%	20%
Other third-party payors	46	42
Federal and State	33	38
	<u>100%</u>	<u>100%</u>

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Charity Care

PPNNE also provides patient services under sliding fee arrangements. These discounts from charges are available for eligible patients whose income and family size meet the criteria outlined in the federal poverty guidelines updated each year. Because PPNNE does not pursue collection of amounts determined to qualify as charity care as described above, they are not reported as patient service revenue. PPNNE maintains records to identify the amount of charges foregone for services and supplies furnished under its sliding fee/charity care policy, as well as the estimated cost of those services and supplies and equivalent service statistics.

The following information measures the level of charity care provided during the year ended December 31:

	<u>2016</u>	<u>2015</u>
Charges foregone, based on established rates	<u>\$ 8,173,636</u>	<u>\$ 7,407,225</u>
Estimated costs and expenses incurred to provide charity care	<u>\$ 4,682,000</u>	<u>\$ 4,669,000</u>
Equivalent percentage of charity care charges to patient charges	<u>22.24%</u>	<u>22.30%</u>

Cost of providing charity care services has been estimated based on an overall financial statement ratio of costs (excluding PPFA program support) to charges applied to charity charges forgone.

Functional Allocation of Expenses

PPNNE's expenses are presented on a functional basis, showing basic program activities and support services. PPNNE allocates expenses based on the organizational cost centers (functional units) in which expenses are incurred. In certain instances, expenses are allocated between support functions and program services based on an analysis of personnel time and space utilized for the related services.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, PPNNE has considered transactions or events occurring through May 1, 2017, which was the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

On March 24, 2017, PPNNE paid off its tenant improvement loan to CLAPP Building Partners, LLC. in the amount of \$376,421, which was originally due May 2021.

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2. Accounts Receivable

Accounts receivable consisted of the following:

	<u>2016</u>	<u>2015</u>
Patient accounts receivable	\$ 2,796,779	\$ 2,667,942
Less allowance for contractual adjustments	(905,000)	(872,998)
Less allowance for uncollectible accounts	<u>(605,000)</u>	<u>(547,000)</u>
	<u>\$ 1,286,779</u>	<u>\$ 1,247,944</u>

3. Contributions Receivable

Contributions receivable consisted of the following:

	<u>2016</u>	<u>2015</u>
Contributions for		
Unrestricted purposes	\$ 758,524	\$ 913,105
Unrestricted purposes, time restriction	652,462	1,122,811
Capital projects	65,862	100,330
Other operating purposes	<u>27,521</u>	<u>39,215</u>
Contributions receivable, gross	1,504,369	2,175,461
Less allowance for uncollectible contributions and unamortized discounts of 2% and 1% at December 31, 2016 and 2015, respectively	<u>(43,140)</u>	<u>(42,328)</u>
Contributions receivable, net	1,461,229	2,133,133
Less contributions receivable, current portion	<u>1,090,172</u>	<u>1,399,352</u>
Contributions receivable, net of current portion	<u>\$ 371,057</u>	<u>\$ 733,781</u>

Contributions are due as follows at December 31:

	<u>2016</u>	<u>2015</u>
Less than one year	\$ 1,106,369	\$ 1,411,110
One to five years	<u>398,000</u>	<u>764,351</u>
Contributions receivable, gross	<u>\$ 1,504,369</u>	<u>\$ 2,175,461</u>

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4. Beneficial Interest in Trusts

Planned Parenthood Federal of America, Inc. (PPFA) administers various charitable gift annuity and pooled income fund gift programs and a charitable remainder annuity trust in which PPNNE is designated to receive any remaining assets at the end of the program's term. PPNNE's interest in these trusts is reported as a contribution in the year in which it is notified of its interest.

Several donors have established trusts naming PPNNE as the beneficiary of charitable remainder trusts, which are administered by a third-party. The charitable remainder trusts provide for the payment of distributions to the grantor or other designated beneficiaries over the trust's term (usually the designated beneficiary's lifetime).

The beneficial interest in these trusts is calculated based on the present value of the underlying assets using the beneficiaries' life expectancies and a 1.6% and 1.0% discount rate in 2016 and 2015, respectively.

Beneficial interest in trusts, included in other long-term assets on the consolidated statement of financial position, consisted of the following:

	<u>2016</u>	<u>2015</u>
Charitable gift annuities	\$ 89,843	\$ 84,271
Pooled income funds	-	63,793
Charitable remainder unitrusts	<u>354,225</u>	<u>397,432</u>
	<u>\$ 444,068</u>	<u>\$ 545,496</u>

5. Investments

The market value of the investments is as follows:

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 171,362	\$ 184,525
Mutual funds		
Short-term bonds	387,380	413,153
Bond funds	743,715	747,004
U.S. stocks	1,094,215	934,019
Non-U.S. stocks	1,106,956	902,914
Real estate securities	213,753	228,034
Commodity-linked securities	314,519	391,471
Exchange traded funds:		
Bond funds	82,727	83,028
Real estate securities	<u>333,916</u>	<u>351,290</u>
	<u>\$ 4,448,543</u>	<u>\$ 4,235,438</u>

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Investment income (loss) is summarized as follows:

	<u>2016</u>	<u>2015</u>
Interest and dividend income	\$ 181,030	\$ 150,550
Realized (loss) gain	(1,102)	8,860
Unrealized gain (loss)	261,393	(376,381)
Investment fees	<u>(23,582)</u>	<u>(23,905)</u>
	<u>\$ 417,739</u>	<u>\$ (240,876)</u>

Net investment income (loss) is reported in the statement of activities as follows:

	<u>2016</u>	<u>2015</u>
Operating investment income	\$ 187,000	\$ 197,000
Non-operating investment income (loss)	<u>230,739</u>	<u>(437,876)</u>
	<u>\$ 417,739</u>	<u>\$ (240,876)</u>

Investments in general are exposed to various risks, such as interest rates, credit and overall market volatility. As such, it is reasonably possible that changes could materially affect the amounts reported in the statement of financial position.

6. Line of Credit

PPNNE has a \$1,500,000 line of credit agreement at People's United Bank. The line of credit bears interest at the Wall Street Journal prime rate, subject to a floor (3.75% at December 31, 2016). The agreement expires August 1, 2017. Under the terms of the agreement, unrestricted investments not to exceed \$2,300,000, margined at 70% and subject to securities mix and bond rates, as well as 70% of PPNNE's pledged endowment account plus eligible accounts receivable aged 90 days and less, are pledged as collateral. There was no outstanding balance on the line of credit as of December 31, 2016 and 2015.

In connection with the line of credit agreement, PPNNE is required to maintain a debt service coverage ratio of 1.2-to-1. PPNNE was in compliance with this ratio for the year ended December 31, 2016.

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7. Long-Term Debt

Long-term debt consisted of the following:

	<u>2016</u>	<u>2015</u>
Mortgage note payable to People's United Bank, with monthly installments due of \$1,904, including interest at 4.87%, through September of 2025, with a balloon payment for the remaining balance due at maturity, collateralized by buildings.	\$ 279,048	\$ 287,849
Tenant improvement loan payable to CLAPP Building Partners, LLC, due in monthly installments of \$8,774, including interest at 7.5%, through May 2013, and monthly installments of \$9,119, including interest at 8.5%, through May 2021, uncollateralized.	401,782	473,703
Margin loan payable to Fidelity Investments, due on demand, requiring monthly payments of interest only at 3.5%, collateralized by investments. Paid off in 2016.	<u>-</u>	<u>207,742</u>
	680,830	969,294
Less current portion	<u>88,000</u>	<u>289,000</u>
Long-term debt, excluding current portion	<u>\$ 592,830</u>	<u>\$ 680,294</u>

Future maturities of long-term debt are approximately as follows:

2017	\$ 88,000
2018	95,000
2019	103,000
2020	112,000
2021	56,000
Thereafter	<u>226,830</u>
	<u>\$ 680,830</u>

Cash paid for interest approximates interest expense for the years ended December 31, 2016 and 2015.

Under the terms of People's United mortgage note agreement, PPNNE is required to maintain financial covenants, which were met as of December 31, 2016 and 2015.

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8. Operating Leases

PPNNE rents certain facilities and leases office equipment from third-parties under agreements reflected as operating leases. The total facility rent expense was \$1,114,801 and \$1,293,560 in 2016 and 2015, respectively. Total equipment lease expense was \$44,055 and \$42,623 in 2016 and 2015, respectively.

Future minimum lease commitments are as follows:

2017	\$ 897,400
2018	788,100
2019	788,900
2020	804,600
2021	630,900
Thereafter	<u>372,600</u>
	<u>\$ 4,282,500</u>

Rental income relating to subleases under these leases was \$18,900 and \$15,500 in 2016 and 2015, respectively.

9. Commitments and Contingencies

Grants and Contracts

Grants and contracts require the fulfillment of certain conditions as set forth in the instrument of the grant or contract. Failure to fulfill the conditions could result in the return of funds to the grantor. Although that is a possibility, management deems the contingency remote.

Risk Management

PPNNE maintains medical malpractice insurance coverage on a claims-made basis. PPNNE is subject to complaints, claims and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires PPNNE to accrue the ultimate cost of malpractice claims when the indicant that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. PPNNE has evaluated its exposure to losses arising from potential claims and to determine no such accrual is necessary for the years ended December 31, 2016 and 2015. PPNNE intends to renew coverage on a claims-made basis and anticipates coverage will be available in future periods.

Litigation

PPNNE is involved in legal matters arising from the ordinary course of business. In the opinion of management, these matters will not materially affect PPNNE's financial position.

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10. Restrictions on Net Assets

Temporarily restricted net assets consisted of donor contributions to the following programs or future periods not expended at year-end:

	<u>2016</u>	<u>2015</u>
PPFA - planned gifts	\$ 168,895	\$ 221,051
Planned Gifts - other	251,800	299,533
Laura Fund	65,303	58,279
Restricted to other programs	299,579	228,422
Cancer Screening Access Fund	13,218	1,927
CAPS Grant	3,295	13,725
The David Wagner Fund	3,713	810
Time restriction	730,587	1,200,936
Restricted for capital projects	<u>1,462,247</u>	<u>2,274,302</u>
	<u>\$ 2,998,637</u>	<u>\$ 4,298,985</u>

Net assets released from restrictions consisted of the following:

	<u>2016</u>	<u>2015</u>
Operating purpose or time restrictions accomplished		
PPFA - planned gifts	\$ 63,793	\$ -
Laura Fund	38,568	27,290
Cancer Screening Access Fund	17,359	15,989
CAPS Grant	134,430	163,137
The David Wagner Fund	2,304	2,296
Time restrictions met	<u>701,700</u>	<u>636,761</u>
	<u>\$ 958,154</u>	<u>\$ 845,473</u>
Nonoperating purpose restrictions accomplished		
Acquisition of long-term assets	<u>\$ 812,055</u>	<u>\$ 132,126</u>

Permanently restricted net assets consisted of endowment fund assets to be held in perpetuity.
Permanently restricted net assets consisted of the following:

	<u>2016</u>	<u>2015</u>
Key to the Future Fund, income unrestricted	\$ 940,197	\$ 940,197
Laura Fund, income unrestricted	128,169	128,169
The David Wagner Fund, income restricted	50,559	50,559
Maine endowment, income unrestricted	76,209	76,209
Other endowment funds, income unrestricted	<u>104,984</u>	<u>84,680</u>
	<u>\$ 1,300,118</u>	<u>\$ 1,279,814</u>

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11. Endowment

PPNNE's endowment includes both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

PPNNE has interpreted the State of Vermont Uniform Prudent Management of Institutional Funds Act (the Act) as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, PPNNE classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' corpus value, the excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board of Directors for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

In accordance with the Act, PPNNE considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the organization
- (7) The investment policies of the organization

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Endowment Composition and Changes in Endowment

The endowment net assets composition by type of fund as of December 31, 2016 is as follows:

	<u>Board Designated</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 559	\$ 1,300,118	\$ 1,300,677
Board-designated endowment funds	<u>2,737,758</u>	-	-	<u>2,737,758</u>
Total funds	<u>\$ 2,737,758</u>	<u>\$ 559</u>	<u>\$ 1,300,118</u>	<u>\$ 4,038,435</u>

The changes in endowment net assets for the fiscal year ended December 31, 2016 were as follows:

	<u>Board Designated</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, December 31, 2015	\$ 2,630,822	\$ 810	\$ 1,279,814	\$ 3,911,446
Investment return				
Investment income	115,460	41,031	-	156,491
Net appreciation	<u>248,033</u>	<u>12,258</u>	-	<u>260,291</u>
Total investment return	363,493	53,289	-	416,782
Contributions	107,336	-	20,304	127,640
Transfers to unrestricted	(230,433)	-	-	(230,433)
Endowment assets appropriated for expenditure	<u>(133,460)</u>	<u>(53,540)</u>	-	<u>(187,000)</u>
Endowment net assets, December 31, 2016	<u>\$ 2,737,758</u>	<u>\$ 559</u>	<u>\$ 1,300,118</u>	<u>\$ 4,038,435</u>

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The endowment net assets composition by type of fund as of December 31, 2015 was as follows:

	<u>Board Designated</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 810	\$ 1,279,814	\$ 1,280,624
Board-designated endowment funds	<u>2,630,822</u>	<u>-</u>	<u>-</u>	<u>2,630,822</u>
Total funds	<u>\$ 2,630,822</u>	<u>\$ 810</u>	<u>\$ 1,279,814</u>	<u>\$ 3,911,446</u>

The changes in endowment net assets for the fiscal year ended December 31, 2015 were as follows:

	<u>Board Designated</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, December 31, 2014	\$ 2,630,422	\$ 55,195	\$ 1,276,864	\$ 3,962,481
Investment return (loss)				
Investment income	88,455	37,769	-	126,224
Net depreciation	<u>(255,891)</u>	<u>(111,630)</u>	<u>-</u>	<u>(367,521)</u>
Total investment loss	(167,436)	(73,861)	-	(241,297)
Contributions	-	-	2,950	2,950
Transfers from unrestricted	310,791	73,521	-	384,312
Endowment assets appropriated for expenditure	<u>(142,955)</u>	<u>(54,045)</u>	<u>-</u>	<u>(197,000)</u>
Endowment net assets, December 31, 2015	<u>\$ 2,630,822</u>	<u>\$ 810</u>	<u>\$ 1,279,814</u>	<u>\$ 3,911,446</u>

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Return Objectives and Risk Parameters

PPNNE has adopted investment and spending policies for endowment assets that attempt to provide for equal treatment of present and future needs, with neither group favored at the expense of the other. To meet these objectives, the Board seeks to provide reasonably stable and predictable funds from the endowment for PPNNE's operating budget, to grow capital and to preserve and grow the real (inflation-adjusted) purchasing power of assets as indicated by the aggregate value of appreciation and income. PPNNE seeks to provide a total return approach maximizing overall return; long-term returns should either match or exceed the total of the set payout, fees and inflation.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, PPNNE 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). PPNNE 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. As a long-term policy guideline, equity investments will normally constitute at least 56% and fixed income securities no more than 36% of endowment assets.

Spending Policy

PPNNE's investment policy states that spendable investment income will be calculated as 4% of the average endowment portfolio value based on the portfolio market value at the end of the most recent 12 quarters. Appropriations and withdrawals in excess of this policy must be approved by the Board of Trustees. Under this policy, PPNNE appropriated for distribution \$187,000 and \$197,000 for operating purposes for the years ended December 31, 2016 and 2015, respectively, which are included with other income on the consolidated statement of activities.

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12. Fair Value Measurements and Disclosures

FASB Accounting Standards Codification (ASC) Topic 820-10-20, *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 Topic 820-10-20 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) or 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 PPNNE's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Assets measured at fair value on a recurring basis were as follows:

	Fair Value Measurements at December 31, 2016			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	\$ 171,362	\$ 171,362	\$ -	\$ -
Mutual funds				
Short-term bonds	387,380	387,380	-	-
Bond funds	743,715	743,715	-	-
U.S. stocks	1,094,215	1,094,215	-	-
Non-U.S. stocks	1,106,956	1,106,956	-	-
Real estate securities	213,753	213,753	-	-
Commodity-linked securities	314,519	314,519	-	-
Exchange traded funds				
Bond funds	82,727	82,727	-	-
Real estate securities	<u>333,916</u>	<u>333,916</u>	-	-
Investments	<u>\$ 4,448,543</u>	<u>\$ 4,448,543</u>	<u>\$ -</u>	<u>\$ -</u>
Contributions receivable	<u>\$ 1,461,229</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,461,229</u>
Charitable gift annuities	\$ 89,843	\$ -	\$ 89,843	\$ -
Charitable remainder unitrusts	<u>354,225</u>	-	<u>354,225</u>	-
Beneficial interest in trusts	<u>\$ 444,068</u>	<u>\$ -</u>	<u>\$ 444,068</u>	<u>\$ -</u>

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2016
(With Comparative Totals for December 31, 2015)

	Fair Value Measurements at December 31, 2015			
	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	\$ 184,525	\$ 184,525	\$ -	\$ -
Mutual funds				
Short-term bonds	413,153	413,153	-	-
Bond funds	747,004	747,004	-	-
U.S. stocks	934,019	934,019	-	-
Non-U.S. stocks	902,914	902,914	-	-
Real estate securities	228,034	228,034	-	-
Commodity-linked securities	391,471	391,471	-	-
Exchange traded funds				
Bond funds	83,028	83,028	-	-
Real estate securities	<u>351,290</u>	<u>351,290</u>	-	-
Investments	<u>\$ 4,235,438</u>	<u>\$ 4,235,438</u>	<u>\$ -</u>	<u>\$ -</u>
Contributions receivable	<u>\$ 2,133,133</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,133,133</u>
Charitable gift annuities	\$ 84,271	\$ -	\$ 84,271	\$ -
Pooled income funds	63,793	-	63,793	-
Charitable remainder unitrusts	<u>397,432</u>	<u>-</u>	<u>397,432</u>	<u>-</u>
Beneficial interest in trusts	<u>\$ 545,496</u>	<u>\$ -</u>	<u>\$ 545,496</u>	<u>\$ -</u>

The fair value of a financial instrument is 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. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for PPNNE's various financial instruments included in Level 2 and Level 3.

The fair value for the beneficial interest in trusts is primarily based on an estimate of the present value of underlying securities invested in by the trusts. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

The fair value for Level 3 assets is based upon the present value of expected cash flows using current market interest rates.

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, INC. AND RELATED ENTITIES

Notes to the Consolidated Financial Statements

December 31, 2016
(With Comparative Totals for December 31, 2015)

Significant activity for assets measured at fair value on a recurring basis using significant unobservable inputs is as follows:

	<u>Contributions Receivable</u>
December 31, 2014	\$ 679,734
Contributions/additions	2,692,351
Contribution written off	(29,527)
Receipts	<u>(1,209,425)</u>
December 31, 2015	2,133,133
Contributions/additions	1,103,890
Contributions written off	(151,612)
Receipts	<u>(1,624,182)</u>
December 31, 2016	<u>\$ 1,461,229</u>

13. Cash Flow Information

PPNNE had the following noncash activity for the years ended December 31:

	<u>2016</u>	<u>2015</u>
Capital expenditures	\$ 1,146,754	\$ 714,508
Less long-term borrowings incurred on capital acquisitions	-	(290,000)
Add payments on prior year short-term accounts payable used to finance capital expenditures	<u>-</u>	<u>286,990</u>
Cash payment for purchases of property and equipment	<u>\$ 1,146,754</u>	<u>\$ 711,498</u>



Planned Parenthood of Northern New England
Board of Trustees 2017 – 2018

<u>Officers:</u>	Chair:	Matthew Houde
	First Vice Chair:	Benjamin T. Siracusa Hillman
	Second Vice Chair:	Iris Estabrook
	Secretary:	Melinda Moulton
	Treasurer:	Jane Honeck

Maine

Noel Bonam
[REDACTED]

Daryl Fort
[REDACTED]

The Reverend Anne C. Fowler
[REDACTED]

Jennifer Goodspeed
[REDACTED]

Jane Honeck
[REDACTED]

Margot Milliken
[REDACTED]

New Hampshire

Iris Estabrook
[REDACTED]

Matthew Houde
[REDACTED]

Lucy J. Karl, Esq.
[REDACTED]

Linda Patchett
[REDACTED]

Benjamin T. Siracusa Hillman
[REDACTED]

Skip Small, MD
[REDACTED]

Anita Springer
[REDACTED]

Vermont

Dr. Felicia Kornbluh
[REDACTED]

Melinda Moulton
[REDACTED]

Randall Rives Perkins
[REDACTED]

Kcscha Ram
[REDACTED]

Steven W. Sinding
[REDACTED]

MEAGAN GALLAGHER

784 Hercules Drive, Suite 110, Colchester, VT 05446 ~ [REDACTED]

PROFILE

- Fourteen years senior management responsibility across multiple functions of \$20M not-for-profits
- Proven results in strategy, program development, service expansion and operational improvement
- Exceptional analytical and problem solving skills

WORK EXPERIENCE

PLANNED PARENTHOOD OF NORTHERN NEW ENGLAND, Burlington, Vermont

President and CEO

October 2013 - Present

- Inspires Board and staff to fulfill PPNNE's mission
- Build a culture of empowerment and exceptional performance
- Build a sustainable business model that ensures access to PPNNE's services
- Oversees a bold and aggressive public policy and regulatory agenda
- Participates in national collaborations to leverage the national scale of Planned Parenthood locally

Senior Vice President of Business Operations

November 2010 – September 2013

(Interim Co-CEO January – September 2013)

- Stabilized health center visit volume after 5+ years of declines
- Achieved efficiencies through standardization of operations
- Opened St. Johnsbury, VT health center and relocated 3 additional health centers
- Led practice management and electronic health record implementation
- Led organization through CEO transition and increased staff confidence in senior management
- Increased momentum of fundraising campaign, exceeding the \$10M spring 2013 goal by \$800,000

PLANNED PARENTHOOD LEAGUE OF MASSACHUSETTS, Boston, Massachusetts

Senior VP Strategic Initiatives and Chief Operating Officer

September 2004 – October 2010

- Identified and implemented new lines of business; improved operating margin by \$1M
- Opened 4 new health centers and increased health center revenues by 70%
- Developed 5 year strategic and financial plan supported by \$30M fundraising campaign
- Developed scalable comprehensive sex education strategy and reached 97 schools
- Developed branding strategy and launched public awareness campaign

Chief Financial Officer

August 2000 – September 2004

- Improved timeliness of financial reporting by 33%
- Decreased accounts receivable days from 60 to 30 days
- Implemented inventory and purchasing systems to support organizational growth

Controller

March 2000 – August 2000

- Prepared monthly financial statements for management
- Prepared materials for financial statement audit resulting in no audit findings

PRICEWATERHOUSECOOPERS, Boston, Massachusetts

Senior Associate and Associate

June 1997 – March 2000

- Supervised financial statement audit staff, specializing in not-for-profit clients
- Assisted with audit planning and report preparation
- Performed financial statement and A-133 compliance audits

EDUCATION

TUFTS UNIVERSITY, Medford, Massachusetts, 1997


BS Mathematics

Magna Cum Laude, Phi Beta Kappa

DONNA L. BURKETT, MD

Curriculum Vitae

Medical Director
Planned Parenthood of Northern New England
128 Lakeside Ave., Ste 301
Burlington, VT 05401



EDUCATION

- | | |
|-----------|---|
| 1995-1998 | Residency in Family Medicine, Oregon Health Sciences University (OHSU), Portland, OR. See below for detail. |
| 1991-1995 | Medical Degree, University of North Carolina School of Medicine, Chapel Hill, NC |
| 1986-1990 | B.S. Chemistry/B.A. French, Mars Hill College, Mars Hill, NC |

EMPLOYMENT

- Sept 9, 2013 - present **Medical Director, Planned Parenthood of Northern New England**, Regional Planned Parenthood Affiliate in VT, NH and ME. Duties include:
- Oversight and management of the Medical Services Department
 - Clinical quality and risk management for 21 health centers across 3 states, providing sexual and reproductive health care
 - Strategic planning, new program implementation
- Feb 2011-present **Consultant, Planned Parenthood Federation of America**, Medical Services Department, writing and editing Primary Care Standards and Guidelines
- July 2006- Aug 2013 **Affiliate Medical Director, Planned Parenthood Health Systems, Inc**, Regional Planned Parenthood in NC, SC, VA and WV. Duties include:
- Oversight and evaluation of physician and clinical employees
 - Quality and risk management oversight for high-risk services in 12 health centers through 4 states
 - Protocol review and oversight
 - New clinical program innovation and implementation
- July 2005-May 2013 **Part-time faculty, MAHEC Family Health Center**, Asheville,

NC. Duties include:

- Starting and running vasectomy clinic
- Precepting residents in Family Practice clinic
- Participating in Obstetrical call
- Some didactic responsibilities for the reproductive health curriculum

February 2005 – June 2005 Family leave/volunteer at ABCCM, local free clinic

2001-2005

Family Physician and Administrative Physician, WNC OB-Gyn and Family Practice, Asheville, NC. Activities included:

- Established FP side of practice and built a very busy practice over several years
- Scope of practice included care of men, women, and children, primary gynecological care, obstetrical care, vasectomy, circumcision, and minor dermatological care and procedures
- As a partner, took on the administration of a failing practice and brought it into improved fiscal conditions through hiring better qualified management staff, changing billing system to more up-to-date one and internalized billing, bringing the AR DSO from 90+ to 40-50 in 1-year period, developing standard practices for quality and efficiency in the practice
- Established a teaching vasectomy service
- Periodically provided abortions at a partner's private practice

Jan 2000 – April 2001 Family Leave/volunteer as Preceptor at OHSU Family Medicine Department prior to move to NC

1996 - 2000

All Women's Health Center, Portland and Eugene, OR. Part-time, contractual, abortion procedural work in a non-profit reproductive health organization.

1998 - 1999

Family Practitioner, North Portland Clinic, Providence Health System, Portland, OR. Full-time clinician in an underserved community clinic. Duties included:

- Active obstetrical practice
- Call, hospital management of patients
- Chair – End of Life Improvement committee
- Participant – several medical informatics endeavors

July and August 1998 Extended vacation, following residency

1995- 1998

Family Practice Resident, OHSU, Portland, OR. Full-time. In-patient, out-patient, surgical, rural and urgent care rotations. Extra duties:

- Chief Resident 1997-1998 – scheduling, arranging conferences, teaching, and trouble-shooting

- Writing Abortion Curriculum for Ob/Gyn and Family Practice Residents in conjunction with Faculty Director

ADDITIONAL EDUCATIONAL EXPERIENCE

2004-2005	Advanced Life Support in Obstetrics (ALSO) Instructor Course and Instructor Candidate teaching completed, American Academy of Family Physicians (AAFP). Adult learning model utilized.
2003	Fundamentals of Management Course , AAFP. An intensive program designed to train FPs to become more effective managers and leaders.
Spring 1988	Semester Abroad, Institute d'Etude Francais , Avignon, FRANCE

PROFESSIONAL MEMBERSHIPS

2011-present	Member, WPATH (World Professional Association of Transgender Health)
1998-present	Diplomate, American Board of Family Practice
1998-present	Member, American Academy of Family Physicians
2006-present	Member, Association of Reproductive Health Professionals
2001-present	Member, NC Academy of Family Physicians
2001-5, 2012 –present	–Member, Western North Carolina Medical Society
1992-2002	Member, American Medical Women's Association

VOLUNTEER SERVICE

2010 -- present	Member, Medical Advisory Board, AFAXYS
2012 – present	Member, Federation Patient Safety Committee, ARMS, Inc
2008 – present	Multiple short-term committees, PPFA
2005-2012	Board Member of children's school, serving preschool through 8 th grade. Chair 2008-2011. Led the school through a director transition and through implementation of Policy Governance.
2003 – present	various volunteer activities, same school
2005 – present	Reproductive health educator, various schools and church

INTERESTS AND ACTIVITIES

Knitting, cooking local foods, gardening, traveling

REFERENCES

Available upon request

HEATHER L. BUSHEY, CPA

EDUCATION

Champlain College

Bachelor's Degree in Accounting

May 1996

EXPERIENCE

Planned Parenthood of Northern New England

Chief Financial Officer

Burlington, VT
August 2010 - Present

- Responsible for partnering with the CEO, the VP for Health Center Operations and the Management Team in the development of PPNNE's plans, policies and programs to ensure the fulfillment of PPNNE's strategic plan within a sound business environment
- Directly oversee all financial activities, including preparation of current financial reports, long-range forecasts, cash flow monitoring and projecting, analysis of internal and external trends and performance indicators, and the agency budget
- Supervise the Accounting Department, the Patient Accounts Department, the Information Technology Department and Financial Analyst, ensuring those functions are aligned with organizational goals and are serving the needs of all internal and external customers
- Provide leadership and support to the Board of Directors' Budget and Finance Committee and Investment Committee, including planning, facilitating agendas, providing meeting materials, recommendations and documentation of committee actions
- Work closely with the VP of Health Center Operations and the Health Center Operations Team to assess and recommend improvements in the current clinic operational structure to maximize quality, productivity, revenue and profitability
- Provide financial leadership through a \$25 million capital campaign ensuring that the agency properly recognizes all donations raised through the campaign and project and monitor the agency's cash flow needs during the term of the campaign
- Participated as a member of the Core Group that led the agency through a successful Practice Management software conversion and a conversion to electronic health records
- Selected to participate as a member of two National workgroups whose work included developing standardized financial policies for all affiliates, drafting an Affiliate Accounting and Reporting Standards Manual, and developing a National standardized data reporting package for all affiliates

Director of Finance

August 2001 – July 2010

- Directed the financial operations of PPNNE, including analysis of agency financial position, financial and program trends and program needs
- Developed the financial pieces of the annual budget process and prepared and monitored the agency's annual budget
- Developed and implemented a system for department managers to perform regular financial statement variance analysis and projections
- Supervised the activities of the Accounting Department and its systems and ensured that strong internal controls were in place and functioning properly within the Accounting Department
- Communicated regularly with the Board of Directors on financial matters, and served as staff liaison to the Budget and Finance Committee and the Investment Committee
- Managed agency's cash flow and projected cash flow needs and developed appropriate systems to anticipate cash requirements
- Managed agency's general liability, medical liability, property and equipment, and auto insurance, and all claims, premium renewals and coverage
- Oversaw the financial reporting and monitoring of all government grants and developed and maintained systems that comply with grant requirements
- Oversaw order processing, central distribution, inventory control, analytics, reporting, customer service, and effective processes and procedures for central supply chain process

McSoley McCoy & Co.

Audit Manager

South Burlington, VT
September 1996 – August 2001

- Prepared and completed corporate, fiduciary, individual, partnership, non-profit, and employee benefit plan tax returns in accordance with tax reporting deadlines
- Supervised and conducted audits, compilations and reviews of employee benefit plans, non-profit organizations, and small businesses
- Assisted with the preparation of reports and expert testimony for litigation support engagements
- Managed bookkeeping tasks such as general ledger maintenance, set-up of computerized accounting systems, cash receipts and disbursements, accounts receivable, accounts payable, and inventory
- Performed the firm's annual internal inspection, updated the firm's quality control document and organized the on-site peer review tri-annually

Kai Williams

443 Congress Street, 3rd floor • Portland, Maine • 04101

EDUCATION

Bachelor of Arts

University of Vermont, Burlington, VT, 05401

Graduated 2007

High School Diploma

Brunswick High School, Brunswick, ME, 04011

Graduated 2003

EXPERIENCE

Director of Health Center Operations, Planned Parenthood of Northern New England

Present

- Provide strategic leadership and budget management for the operations of PPNNE's 21 health centers.
- Supervise Training Manager, Senior Operations Managers, and Health Center Administrative Associate.
- Optimize the efficiency of PPNNE's health services by developing systems that create the simplest possible experience for staff and patients while meeting productivity and other operational standards as well as patient expectations.

Training & Operations Manager, Planned Parenthood of Northern New England

2012-2014

- In addition to the duties of HCA & Operations Training Specialist, supervise the Training Specialist and manage training budget.
- Lead Health Center Operations projects and development of standardized work flows.
- In 2014, took over management of Centralized Lab Department which coordinates management and notification of abnormal findings.

Training and Operations Specialist, Planned Parenthood of Northern New England

2010-2012

- Plan, develop, and deliver administrative and clinical trainings for HCA and clinician staff.
- Work closely with the Medical Services and Operations departments to maintain health center workflows and current best practice.
- Facilitate rollout and training of new health center initiatives.

Gynecological Teaching Assistant and Standardized Patient, University of Vermont

2009-2011

- Educate and model components of the pelvic exam to Medical Students.
- Role-play assigned patient care scenarios and then score medical students on all aspects of the visit, including exam and history intake skills.

Healthcare Associate and Abortion Care Coordinator, Planned Parenthood of Northern New England

2006-2010

- Work as a Healthcare Associate administratively and clinically.
- Train and mentor new staff.
- Facilitate health center flow during surgical schedules.

CERTIFICATIONS

Nonprofit Management, Marlboro College, 2012

Train the Trainer, PPNNE, 2011

Yvonne Lockerby

784 Hercules Drive, Colchester VT 05446 • [REDACTED]

Motivated and innovative **Business Operations Manager** with extensive experience leading the customer relations, sales, and operations functions for a variety of businesses and industries. Proven record of successfully designing and implementing new programs and systems, presenting complex changes in an understandable and logical manner that generates buy-in and acceptance. Resourceful, self-motivated, progressive thinker, highly skilled at recruiting, training, directing and motivating multi-faceted teams focused on organizational goals.

- ☐ Demonstrated success designing, planning, and implementing comprehensive changes at all levels; brought into Planned Parenthood to establish and grow a centralized call center, providing customer and administrative support for 21 separate centers from one location and fielding 100K+ customer calls/year
- ☐ Effective communicator and problem solver with the proven ability to develop and deliver effective training programs and procedures; as the Sr. Director of Centralized Support Services, researched and set benchmarking data for disparate markets and tailored marketing and call center scripts to increase patient recruitment and retention
- ☐ Strong focus on identifying and realizing cost savings while ensuring superior service; based on ongoing problems with a lab services vendor, researched and negotiated a new contract with a different vendor that resulted in increased customer satisfaction and decreased turnaround time and costs

Customer-Centric Operations Management • Strategic Planning • Electronic Health Records Conversion
Annual Budgeting • Regional Benchmarking • Policy & Procedure Writing

EXPERIENCE

Planned Parenthood of Northern New England, Colchester, VT

September 2010 – Present

Vice President for Centralized Operations (May 2014 – Present)

- ☐ Provide strategic direction and oversight for the Centralized Operations; which includes the Call Center, Facilities, Governmental Grants, Innovations and Marketing departments
- ☐ Ensures call center is providing superior customer service and capturing patient feedback through supervision of Call Center Supervisor
- ☐ Ensures PPNNE facilities reflect a commitment to high quality care through supervision of Facilities Manager
- ☐ Ensures all grant applications, reporting, compliance activities are accomplished through supervision of Director of Governmental Grants
- ☐ Ensure new innovative technology and solutions are identified and implemented to improve our 21 health center operations, through supervision of Innovations Manager
- ☐ Ensure our branding, marketing and advertising activities align with industry best practices and PPNNE mission and business objectives through supervision of Marketing and Communications Manager
- ☐ Helped lead an organization-wide initiative examining health center efficiencies, identifying areas for improvement that will allow providers to see more patients and deliver higher quality care at lower overall costs

Senior Director, Centralized Support Services (December 2013 – May 2014)

- ☐ Provided strategic and operational oversight of the Information & Technology and Marketing Departments in addition to the Centralized Support Services (Call Center, BlueMail, and Centralized Lab Management) departments
- ☐ Developed a focused marketing and branding initiative to increase patient recruitment and retention; reset outdated benchmark data by gathering anecdotal information from health center sites and designed call center scripts and campaigns based on the unique needs of each market
- ☐ Directed the IT department during the implementation of a new EHR initiative, ensuring all technology used was certified, and seeking ways to reduce redundancies and share information with other health care providers as appropriate

Director Centralized Support Services (September 2012 – December 2013)

- ☐ Oversaw all aspects of PPNNE's Call Center, BlueMail and Centralized Laboratory Management departments
- ☐ Developed and implemented a strategy to create a unified customer service model: reviewed, designed, and introduced new policies and operating structures and set standards and guidelines for interaction with external and internal customers (patients and staff) across all departments

- ☐ Provided remote oversight for BlueMail, a mail order prescription program in the tri-state area; developed policies and procedures and ensured compliance with state pharmacy regulations while identifying strategies to increase program utilization at the health center
- ☐ Supervised staff within the Centralized Lab Management department; developed a portal for the primary delivery method of normal lab results and ensured timely accurate handling of all centralized lab results
- ☐ Partnered with leadership members to support various strategic and tactical goals and initiatives

Call Center Director (September 2010 – September 2012)

- ☐ Directed call center operations and led a team of 10 in providing high quality and efficient services to callers contacting 21 clinic sites in Maine, New Hampshire, and Vermont in accordance with a unified customer service model
- ☐ Collected and analyzed data from callers to identify trends and develop agency-wide process improvements
- ☐ Collaborated with members of the Health Center Operations Team to develop new strategies to address an evolving business model
- ☐ Created and managed the annual call center budget, analyzed monthly variances, and determined service directives and initiatives
- ☐ Served as a core member of the Practice Management System and provided leadership in the documentation, development, and implementation of all processes within the organization

Autumn Harp, Essex Jct. VT

January 2009 – September 2010

Account Manager

- ☐ Managed internationally-recognized client accounts, including Victoria's Secret, Gap, New York & Company, Old Navy, Aloette, and Lise Watier, facilitating the design and launch efforts of new private-label cosmetic products
- ☐ Coordinated the development, procurement, manufacturing, and testing of client products in accordance with customer service and order management objectives
- ☐ Collaborated with Sales, QA, Purchasing, Planning, and Production teams to meet client expectations

Idearc Media, Williston VT

January 2007 – August 2008

District Sales Manager

- ☐ Managed a sales team of 6 covering Vermont and part of New Hampshire; consistently met team revenue goals; recruited, trained, developed, and evaluated new team members
- ☐ Analyzed productivity, identified areas needing improvement, and implemented action plans to enhance sales and service objectives

Resolution, South Burlington VT

September 2003 – December 2006

Sales Development and Customer Service Center Manager

- ☐ Created company's first sales-focused teams from the ground up, developing, training and managing employees focused on Business to Business, Business to Education, Business to Consumer, and Quality for a multi-channel order and fulfillment entity; sales program was later rolled out to other clients
- ☐ Served as the primary liaison between client service executives, sales development, and the customer service center
- ☐ Created and implemented quality and sales programs utilized in all functional areas

Verizon, South Burlington VT

December 1996 – September 2003

Team Leader temporary (October 2002-July 2003)

- ☐ Supervised, led, coached, and developed a team of 20 call center sales consultants to achieve corporate sales objectives
- ☐ Developed and implemented tactical plans to address key strategic objectives and revenue performance goals; recognized for achieving sales increases
- ☐ Communicated information to the team related to corporate vision/strategy, departmental goals, and technology

Service and Sales Consultant; Training Facilitator (December 1996 – October 2002)

- ☐ Resolved customer inquiries regarding billing and service issues with a focus on promoting and selling additional services; assisted in dealing with escalated customer complaints
- ☐ Elected Chairperson of Onsite Wellness Program, promoting and enabling healthier lifestyles

- Served in a rotational role of Training Facilitator from 2000 to 2002, analyzing, coordinating, and presenting training materials relevant to the Service and Sales Consultant position

EDUCATION

Charter Oak State College, New Britain CT
A.S. Degree

HOLLY SCHIAVONI

443 Congress St., 3rd Floor • Portland, Maine 04101

Professional Summary

Dedicated and self-motivated business professional effective at developing, implementing, monitoring and evaluating operational programs and processes.

Key Skills

Health Center Management
Grant Writing & Reporting
Training

Community Outreach
Customer Service
Project Management

Problem-solving
Financial Oversight
Leadership

Experience

Planned Parenthood of Northern New England

2004 to Present

- *Director of Government Grants*, July 2015 to present
- *Senior Operations Manager*, January 2013 to July 2015
- *Health Center Manager*, January 2011 to January 2013
- *Health Care Associate*, 2004 to 2011

Education

New England College
Henniker, NH
Women's Studies Major, Art History Minor

1997-2000

The American University Of Paris
Paris, France
Concentration in Art History

2000-2001

PPNNE

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
M. Gallagher	Chief Executive Officer	\$215,000	0.00%	\$0
D. Burkett	Medical Director	\$192,620	22.47%	\$43,282
H. Bushey	Chief Financial Officer	\$131,196	0.00%	\$0
K. Williams	Vice President of Health Center Operations	\$105,008	22.47%	\$23,595
Y. Lockerby	Vice President of Centralized Operations	\$102,492	22.47%	\$23,030
H. Schiavoni	Director of Government Grants	\$53,801	22.47%	\$12,089

Subject: Family Planning Services (RFA-2018-DPHS-03-FAMIL-01)

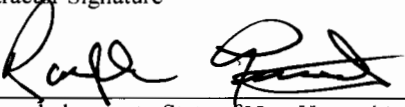
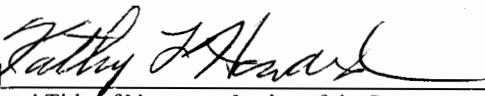

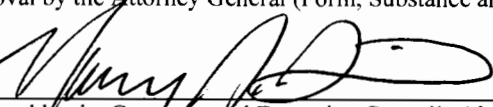
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive Concord, NH 03302	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 05-95-90-902010-5530-102-500731, 05-95-45-450010-6146-502-500891	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$431,864
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq., Director		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Littlefield, Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On 10/10/2017, 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.			
1.15.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace KATHY L. HOWARD Notary Public, New Hampshire My Commission Expires October 16, 2018			
1.14 State Agency Signature  Date: 10/27/17		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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) (if applicable) By:  On: 10/30/2017			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials RR
Date 10/10/17

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials RQ
Date 10/10/17



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

- 2.1. The purpose of the family planning services is to reduce the health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State.

3. Terminology

CDC – Centers for Disease Control and Prevention

BPHCS – Bureau of Population Health and Community Services

DHHS or Department – Department of Health and Human Services

DPHS – Division of Public Health Services

FPAR – Family Planning Annual Report

FPER- Family Planning Encounter Record

FPL – Federal Poverty Level

FPP – Family Planning Program

HIV – Human Immunodeficiency Virus

HPP – Health Protection Plan

**IEC/BCC – Information, Education, Communication/Behavior Change
Communication**

LARC – Long Acting Reversible Contraceptives

STD – Sexual Transmitted Disease

Title X – The Federal Title X Family Planning Program is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs). It is the only federal grant program dedicated solely to providing individuals with comprehensive family planning and reproductive health services.

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Exhibit A

4. Scope of Services

- 4.1. The Contractor shall provide clinical services, STD and HIV counseling and testing, health education materials and sterilization services to low-income women, adolescents and men (at or below two-hundred-fifty (250) percent FPL) in need of family planning and reproductive health care services. This includes individuals who are eligible and/or are receiving Medicaid services, are covered under the New Hampshire Health Protection Plan (HPP) or are uninsured individuals.
- 4.2. The Contractor shall provide family planning and reproductive health services to a minimum of seven hundred fifty (750) users annually.
- 4.3. The Contractor is required to make reasonable efforts to collect charges based upon a sliding fee scale from clients without jeopardizing client confidentiality.
- 4.4. Clinical Services – Requirements:
 - 4.4.1. The Contractor shall comply with all applicable Federal and State guidelines, including the New Hampshire Family Planning Clinical Services Guidelines.
 - 4.4.2. The Contractor shall comply with their own established internal protocols, practices and clinical family planning guidelines when providing services. The Contractor shall make available upon request a copy of the protocols to the Department
 - 4.4.3. The Contractor shall maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines (Attachment A) signature page (signed by all MDs, APRNs, PAs, and nurses; anyone who is providing direct care and/or education to clients) for review within thirty (30) days of Governor and Council approval and annually by July 1st. Any staff subsequently added to Title X must also sign prior to providing direct care and/or education.
 - 4.4.4. All family planning medical services shall be performed under the direction of a physician (Medical Director) with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 4.5. STD and HIV Counseling and Testing – Requirements:
 - 4.5.1. The Contractor providing STD and HIV counseling and testing shall comply with the most current CDC Sexually Transmitted Diseases Treatment Guidelines and any updates
 - 4.5.2. Staff providing STD and HIV counseling must be trained utilizing CDC models/tools.
- 4.6. Health Education Materials:

The Contractor providing health education and information materials shall have those materials reviewed by an advisory board, consisting of five (5) to seven (7) representatives (for example, a Board of Directors would be allowed to serve this purpose), to provide feedback on the accuracy and appropriateness of such materials, prior to their release.

P-G

10/30/17



Exhibit A

- 4.6.1. The Contractor shall ensure the materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 4.6.2. The Contractor shall provide health education and information materials that are consistent with Title X clinical services. The materials shall be developed and approved in accordance with the requirements in the Title X Family Planning Information and Education (I&E) Advisory and Community Participation Guidelines/Agreement (see Attachment B). Examples of material topics include:
 - 4.6.2.1. Sexually transmitted diseases (STD), contraceptive methods, pre-conception care, achieving pregnancy/infertility, adolescent reproductive health, sexual violence, abstinence, pap tests/cancer screenings, substance abuse services, mental health
- 4.6.3. The Contractor shall submit annually a list of Advisory Board approved Information and Education (I&E) materials that are currently being distributed to Title X clients. This list shall include but is not limited to: the title of I&E material, subject, publisher, date of publication, and date of board approval.
- 4.7. Sterilization Services:
 - 4.7.1. The Contractor providing sterilization services shall adhere to all federal sterilization requirements as outlined in the Federal Program Guidelines, Sterilization of Persons in Federally Assisted Planning Projects and subsequent revisions or amendments related to these federal requirements in accordance with 42 CFR §50.200 et al.
- 4.8. Confidentiality:
 - 4.8.1. The Contractor shall have safeguards to ensure client confidentiality. Information about an individual receiving services may not be disclosed without the individual's documented consent, except as required by law or as may be necessary to provide services to the individual, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical or other form that does not identify the individual in accordance with 42 CFR §59.11.

5. Work Plan

- 5.1. The Contractor shall develop and submit a final Title X Family Planning Work Plan (See Attachment C), for Year One (1) of the Agreement to the Department for approval within thirty (30) days of Governor and Council Approval.
- 5.2. The Contractor shall report Title X Family Planning Work Plan outcomes and review/revise the work plan annually and submit by August 31st to the Department for approval

[Handwritten Signature]

10/10/17



Exhibit A

6. Staffing

- 6.1. The Contractor shall provide sufficient staffing to fulfill the roles and responsibilities that support activities of this Agreement. The Contractor shall:
- 6.1.1. Provide sufficient qualified staff to perform the required services as specified in the Contract and maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties of the Contract in a timely fashion.
 - 6.1.2. Contractor staff shall be supervised by a qualified Medical Director, with specialized training and experience in family planning in accordance with Section 4.4.4.
 - 6.1.3. The Contractor shall ensure that all staff has appropriate training, education, experience and orientation to fulfill the requirements of the positions they hold and must verify and document that this requirement has been met.
 - 6.1.3.1. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications.
 - 6.1.3.2. All such records shall be available for Department inspection upon request.
- 6.2. The contractor shall notify the Department of any newly hired staff person essential to carrying out the contracted services in writing and include a copy of the individual's resume, within one month of hired.
- 6.3. The Contractor shall notify the Department, in writing, when:
- 6.3.1. Any critical position is vacant for more than one month.
There is not adequate staffing to perform all required services for more than one month.

7. Performance Measures

- 7.1. The Contractor shall set FP performance indicator/measure targets, within thirty (30) days of the effective date of this Agreement (See Attachment D).

8. Reporting Requirements

- 8.1. The Contractor shall collect and report general data consistent with current Title X (Federal) requirements (see Attachment E, FPAR Data Elements), utilizing the data system currently in use by the NH FPP. The Department will provide notification thirty (30) days in advance of any change in Title X data elements.
- 8.2. One (1) day of orientation/training shall be required if the Contractor is unfamiliar with the Family Planning Annual Report (FPAR) data system currently in use by the NH FPP.

[Handwritten Signature]
12/10/17



Exhibit A

8.3. Federal Reporting Requirements:

8.3.1. Annual submission of the Family Planning Annual Report (FPAR) is required of the Contractor for purposes of monitoring and reporting program performance (45 CFR §742 and 45 CFR §923). The Contractor shall submit the current required data elements for the FPAR electronically through a secure platform on an ongoing basis, no less frequently than the tenth (10th) day of each month, to the Family Planning Data System vendor (currently John Snow Inc.).

8.4. State Clinical Reporting Requirements:

8.4.1. The Contractor is required to collect and submit the Performance Indicators and Performance Measures (see attached FP Performance Indicators and Performance Measures Definitions, Attachment C) via Data Trend Tables (DTT) and work plans to the Department on an annual basis on August 31st or as instructed by the Department:

9. Deliverables

The Contractor shall adhere to the attached Family Planning Reporting Calendar (Attachment F).

10. Meetings and Trainings

10.1. The Contractor shall attend meetings and trainings at the direction of the Department that shall include but are not limited to a minimum of two (2) Family Planning Agency Directors' Meetings facilitated by the FPP per calendar year.

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10/10/17



Exhibit B

Method and Conditions Precedent to Payment

1. This Agreement is funded from State General Funds and Federal Funds from the Office of Population Affairs, CFDA #93.217, Federal Award Identification Number (FAIN), FPHPA016248 and US DHHS Administration for Children and Families, CFDA #93.558, FAIN #1701NHTANF.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the Form P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved budget line item.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor shall submit monthly invoices in a form satisfactory to the State by the tenth (10th) day of each month, which identifies and requests reimbursement for authorized expenses incurred in the previous month. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 5.2. Invoices identified in Section 5.1 must be emailed to:
DPHScontractbilling@dhhs.nh.gov
6. Payments may be withheld pending receipt of required reports and deliverables identified in Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days from the Contract completion date. Failure to submit monthly invoices, and accompanying documentation, could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 - Budget
Family Planning Funds

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

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties, Inc.

Budget Request for: Family Planning Program
(Name of RFP)

Budget Period: 7/1/2017 to 6/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 186,004.00	\$ 7,000.00	\$ 193,004.00	\$ 53,386.00	\$ 4,000.00	\$ 57,386.00	\$ 135,618.00	\$ -	\$ 135,618.00
2. Employee Benefits	\$ 27,850.00	\$ 2,081.00	\$ 29,931.00	\$ 12,850.00	\$ 2,081.00	\$ 14,931.00	\$ 15,000.00	\$ -	\$ 15,000.00
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,100.00	\$ -	\$ 2,100.00	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -
Lab	\$ 5,500.00	\$ -	\$ 5,500.00	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -
Pharmacy	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
Medical	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
Office	\$ 650.00	\$ -	\$ 650.00	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -
6. Travel	\$ 950.00	\$ -	\$ 950.00	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 41,339.00	\$ 450.00	\$ 41,789.00	\$ 21,339.00	\$ 450.00	\$ 21,789.00	\$ 20,000.00	\$ -	\$ 20,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,300.00	\$ 40.00	\$ 3,340.00	\$ 3,300.00	\$ 40.00	\$ 3,340.00	\$ -	\$ -	\$ -
Postage	\$ 500.00	\$ 70.00	\$ 570.00	\$ 500.00	\$ 70.00	\$ 570.00	\$ -	\$ -	\$ -
Subscriptions	\$ 350.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 350.00	\$ -	\$ -	\$ -
Audit and Legal	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Insurance	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 535.00	\$ 535.00	\$ 1,070.00	\$ 535.00	\$ 535.00	\$ 1,070.00	\$ -	\$ -	\$ -
	\$ 725.00	\$ -	\$ 725.00	\$ 725.00	\$ -	\$ 725.00	\$ -	\$ -	\$ -
	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -
TOTAL	\$ 301,603.00	\$ 10,176.00	\$ 311,779.00	\$ 133,985.00	\$ 7,176.00	\$ 141,161.00	\$ 170,618.00	\$ -	\$ 170,618.00

Indirect As A Percent of Direct

%

\$ 311,779.00

Exhibit B-1 Budget

Initials *A-c*
Date *10/20/17*

**Exhibit B-2 - Budget
TANF Funds**

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties, Inc.

Budget Request for: TANF

(Name of RFP)

Budget Period: 7/1/2017 to 6/30/2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 36,456.00	\$ 1,750.00	\$ 38,206.00	\$ -	\$ -	\$ -	\$ 36,456.00	\$ 1,750.00	\$ 38,206.00
2. Employee Benefits	\$ 4,111.00	\$ 297.00	\$ 4,408.00	\$ -	\$ -	\$ -	\$ 4,111.00	\$ 297.00	\$ 4,408.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
7. Occupancy	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,400.00	\$ -	\$ 1,400.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 43,287.00	\$ 2,047.00	\$ 45,334.00	\$ -	\$ -	\$ -	\$ 43,287.00	\$ 2,047.00	\$ 45,334.00

Indirect As A Percent of Direct

Exhibit B-2 Budget

Initials: *DA*
Date: *7/10/17*

Exhibit B-3 - Budget
Family Planning Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties, Inc.
Budget Request for: Family Planning Program
(Name of RFP)
Budget Period: 7/1/2018 to 6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 186,004.00	\$ 7,000.00	\$ 193,004.00	\$ 53,338.00	\$ 4,000.00	\$ 57,338.00	\$ 135,618.00	\$ -	\$ 135,618.00
2. Employee Benefits	\$ 27,850.00	\$ 2,081.00	\$ 29,931.00	\$ 12,850.00	\$ 2,081.00	\$ 14,931.00	\$ 15,000.00	\$ -	\$ 15,000.00
3. Consultants	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,100.00	\$ -	\$ 2,100.00	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -
Lab	\$ 5,500.00	\$ -	\$ 5,500.00	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	\$ -	\$ -
Pharmacy	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
Medical	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
Office	\$ 650.00	\$ -	\$ 650.00	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -
6. Travel	\$ 950.00	\$ -	\$ 950.00	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 41,339.00	\$ 450.00	\$ 41,789.00	\$ 21,339.00	\$ 450.00	\$ 21,789.00	\$ 20,000.00	\$ -	\$ 20,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,300.00	\$ 40.00	\$ 3,340.00	\$ 3,300.00	\$ 40.00	\$ 3,340.00	\$ -	\$ -	\$ -
Postage	\$ 500.00	\$ 70.00	\$ 570.00	\$ 500.00	\$ 70.00	\$ 570.00	\$ -	\$ -	\$ -
Subscriptions	\$ 350.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 350.00	\$ -	\$ -	\$ -
Audit and Legal	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Insurance	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 535.00	\$ 535.00	\$ 1,070.00	\$ 535.00	\$ 535.00	\$ 1,070.00	\$ -	\$ -	\$ -
	\$ 725.00	\$ -	\$ 725.00	\$ 725.00	\$ -	\$ 725.00	\$ -	\$ -	\$ -
	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -
TOTAL	\$ 301,803.00	\$ 10,176.00	\$ 311,979.00	\$ 133,985.00	\$ 7,176.00	\$ 141,161.00	\$ 170,618.00	\$ -	\$ 170,618.00

Indirect As A Percent of Direct %

\$ 311,979.00
Initials: *AK*
Date: *10/20/17*

Exhibit B-3 Budget

Exhibit B-4 - Budget
TANF Funds

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Community Action Program Belknap-Merrimack Counties, Inc.

Budget Request for: TANF

(Name of RFP)

Budget Period: 7/1/2018 to 6/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 36,456.00	\$ 1,750.00	\$ 38,206.00	\$ -	\$ -	\$ -	\$ 36,456.00	\$ 1,750.00	\$ 38,206.00
2. Employee Benefits	\$ 4,111.00	\$ 297.00	\$ 4,408.00	\$ -	\$ -	\$ -	\$ 4,111.00	\$ 297.00	\$ 4,408.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
7. Occupancy	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,400.00	\$ -	\$ 1,400.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 43,267.00	\$ 2,047.00	\$ 45,314.00	\$ -	\$ -	\$ -	\$ 43,267.00	\$ 2,047.00	\$ 45,314.00

Indirect As A Percent of Direct %

Exhibit B-4 Budget

Initials: *AS*
Date: *2/20/17*



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.

SUPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

R.A.
12/10/17



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. Subparagraph 12 of the General Provisions of this contract, Assignment/Delegation/Subcontracts, is amended by adding the following language:
 - 12.1 The Contractor shall retain the ultimate responsibility and accountability for the successful completion of the scope of services as identified in the contract.
 - 12.2 Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be 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.
 - 12.3 When the Contractor delegates a function to a subcontractor, the Contractor shall:
 - 12.3.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

AG
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Exhibit C-1

- 12.3.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation shall be managed if the subcontractor's performance is not adequate.
 - 12.3.3 Monitor the subcontractor's performance on an ongoing basis.
 - 12.3.4 Provide to the Department an annual schedule identifying all subcontractors, delegated functions and responsibilities and when the subcontractor's performance will be reviewed.
 - 12.4 If the Contractor identifies deficiencies or areas for improvement, the contractor shall take corrective action, as approved by the Department.
4. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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10/20/10

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.

10/10/2017
Date


Name: Ralph Littlefield
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.

10/10/2017
Date


Name: Ralph Littlefield
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

[Handwritten Signature]
[Handwritten Date: 12/20/17]



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.

10/10/2017
Date


Name: Ralph Littlefield
Title: Executive Director

Contractor Initials CA
Date 10/10/17



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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Date

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New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.

10/10/2017
Date


Name: Ralph Littlefield
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials ALR

Date 10/10/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.

10/10/2017
Date


Name: Ralph Littlefield
Title: Executive Director

Contractor Initials LA
Date 10/10/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

AR

12/10/17



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

10/27/17
Date

Community Action Program
Belknap-Merrimack Counties, Inc.

Name of the Contractor

Ralph Littlefield
Signature of Authorized Representative

Ralph Littlefield
Name of Authorized Representative

Executive Director
Title of Authorized Representative

10/10/2017
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.


Name:) Ralph Littlefield
Title: Executive Director

10/10/2017
Date

Contractor Initials RA
Date 10/10/17



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 07-399-7504
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

RA
Date *12/12/17*

**New Hampshire Department of Health and Human Services
Exhibit K**



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

AE
12/20/07

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

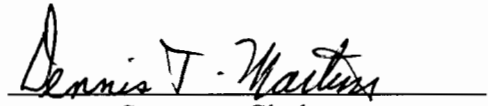
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/12/2017, such authority to be in force and effect until 06/30/2019 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Ralph Littlefield, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.


IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 10th day of October, 20 17.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 10th day of October, 20 17, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date:

KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018

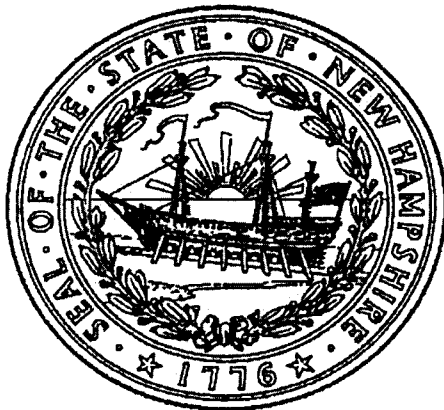
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 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: 63021



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/9/2017

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).

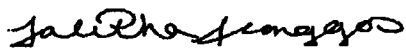
PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: kshaughnessy@crossagency.com	FAX (A/C, No): (603) 645-4331
	INSURER(S) AFFORDING COVERAGE	
INSURED Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER A: Illinois National Ins. Co.	
	INSURER B: National Union Fire Insurance	
	INSURER C: AmGuard Ins Co	
	INSURER D: Hanover Ins Co.	
	INSURER E: Chubb Insurance	
	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 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 <input checked="" type="checkbox"/> Including Professional			06-LX-067991165-2	10/1/2017	10/1/2018	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
D	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			82471794	4/1/2017	4/1/2018	PRODUCTS - COMP/OP AGG \$ 3,000,000 Directors & Officers Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			29-CA-069971915-0	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			29-UD-016698260-2	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	COWC858270 (3a.) NH All officers included	6/17/2017	6/17/2018	<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
D	Blanket Crime			BDV1945863	3/27/2017	3/27/2018	Limit: 500,000
A	Professional			06-LX-067991165-2	10/1/2017	10/1/2018	Limit: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH Dept. of Health & Human Services 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 



Community Action Program Belknap—Merrimack Counties, Inc.



P.O. Box 1016 ♦ 2 Industrial Park Drive ♦ Concord, NH 03302-1016
Phone (603) 225-3295 ♦ Toll Free (800) 856-5525 ♦ Fax (603) 228-1898 ♦ Web www.bm-cap.org

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

(Approved by Agency Board of Directors on 02/24/05
as part of the Agency Bylaws.)

STATEMENT OF PURPOSE

The purpose the corporation includes providing assistance for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to become fully self-sufficient through planning and coordinating the use of a broad range of federal, state, local, and other assistance (including private resources) related to the elimination of poverty; the organization offers a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty and may help the families and individuals to achieve self-sufficiency; the maximum participation of residents of the low-income communities and members of the groups served to empower such residents and members to respond to the unique problems and needs within their communities; and to secure a more active role in the provision of services for private, religious, charitable, and neighborhood-based organizations, individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor.

CAPBMCI Statement of Purpose

ALTON
Senior Center875-7102
Prospect View Housing 875-3111

BELMONT
Senior Center267-8867
Heritage Terr. Housing267-8801

BRADFORD
Senior Center938-2104

CONCORD
Area Center225-8880
Head Start224-6492
Early Head Start.....224-6492
Concord Area
Meals-on-Wheels.....225-9092
Concord Area Transit.....225-1989
Horseshoe Pond Place.....228-8956
WIC/CSFP.....225-2050
Workplace Success.....223-2306

EPSOM
Meadow Brook Housing736-8260

FRANKLIN
Area Center934-3444
Head Start934-2181
Early Head Start.....934-2181
Senior Center934-4151
Riverside Housing934-5340

KEARSARGE VALLEY
Area Center456-2207
Head Start456-2208
North Ridge Housing456-3388

LACONIA
Area Center524-5512
Head Start528-5334
Early Head Start.....528-5334
Senior Center524-7889
Family Planning524-5453
Prenatal524-5453
Winnepesaukee Transit.....528-2496
Workplace Success.....524-4367

MEREDITH
Area Center.....Housing279-4096

NEWBURY
Newbury Commons
Housing763-0360

OSSIPEE
Family Planning539-7552
Prenatal539-7552

PEMBROKE
Village at Pembroke Farms
Housing485-1842

PITTSFIELD
Senior Center436-8462
Head Start436-6618
Early Head Start.....436-6611

SUNCOOK
Area Center485-7824
Senior Center485-4254

TILTON
Senior Center.....527-8291

Financial Statements

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

**FOR THE YEARS ENDED
FEBRUARY 29, 2016 AND FEBRUARY 28, 2015
AND
INDEPENDENT AUDITORS' REPORTS**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 29, 2016 and February 28, 2015, and the related statements of cash flows for the years then ended and the statements of activities and functional expenses and the related notes to the financial statements for the year ended February 29, 2016.

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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 29, 2016 and February 28, 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 29, 2016 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 2, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by 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 auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 25, 2016, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leanne McDonnell & Roberts
Professional Association

Concord, New Hampshire
October 25, 2016

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF FINANCIAL POSITION
FEBRUARY 29, 2016 AND FEBRUARY 28, 2015**

	<u>2016</u>	<u>2015</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 1,123,997	\$ 663,946
Accounts receivable	2,643,755	2,905,020
Inventory	29,923	33,442
Prepaid expenses	<u>100,924</u>	<u>188,546</u>
Total current assets	<u>3,898,599</u>	<u>3,790,954</u>
PROPERTY		
Land, buildings and improvements	4,618,289	4,618,289
Equipment, furniture and vehicles	<u>5,942,708</u>	<u>5,912,869</u>
Total property	10,560,997	10,531,158
Less accumulated depreciation	<u>(6,824,303)</u>	<u>(6,515,032)</u>
Property, net	<u>3,736,694</u>	<u>4,016,126</u>
OTHER ASSETS		
Investments	72,306	70,897
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>211,747</u>	<u>210,338</u>
TOTAL ASSETS	<u>\$ 7,847,040</u>	<u>\$ 8,017,418</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of notes payable	\$ 154,380	\$ 145,551
Accounts payable	1,182,814	1,629,667
Accrued expenses	973,674	993,053
Refundable advances	<u>1,122,035</u>	<u>916,503</u>
Total current liabilities	3,432,903	3,684,774
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>1,312,780</u>	<u>1,465,279</u>
Total liabilities	<u>4,745,683</u>	<u>5,150,053</u>
NET ASSETS		
Unrestricted	2,485,093	2,317,222
Temporarily restricted	<u>616,264</u>	<u>550,143</u>
Total net assets	<u>3,101,357</u>	<u>2,867,365</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 7,847,040</u>	<u>\$ 8,017,418</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 29, 2016
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 16,076,420		\$ 16,076,420	\$ 16,673,978
Other funds	2,297,902	\$ 2,524,604	4,822,506	5,752,912
In-kind	906,423		906,423	848,954
United Way	<u>33,840</u>	<u> </u>	<u>33,840</u>	<u>94,850</u>
Total revenues and other support	19,314,585	2,524,604	21,839,189	23,370,694
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,458,483</u>	<u>(2,458,483)</u>	<u> </u>	<u> </u>
Total	<u>21,773,068</u>	<u>66,121</u>	<u>21,839,189</u>	<u>23,370,694</u>
EXPENSES				
Salaries and wages	8,035,121		8,035,121	8,177,739
Payroll taxes and benefits	2,120,907		2,120,907	2,186,454
Travel	289,250		289,250	295,726
Occupancy	1,162,923		1,162,923	1,297,227
Program services	7,324,464		7,324,464	8,923,081
Other costs	1,452,092		1,452,092	1,530,175
Depreciation	314,017		314,017	415,224
In-kind	<u>906,423</u>	<u> </u>	<u>906,423</u>	<u>848,954</u>
Total expenses	<u>21,605,197</u>	<u> </u>	<u>21,605,197</u>	<u>23,674,580</u>
CHANGE IN NET ASSETS	167,871	66,121	233,992	(303,886)
NET ASSETS, BEGINNING OF YEAR	<u>2,317,222</u>	<u>550,143</u>	<u>2,867,365</u>	<u>3,171,251</u>
NET ASSETS, END OF YEAR	<u>\$ 2,485,093</u>	<u>\$ 616,264</u>	<u>\$ 3,101,357</u>	<u>\$ 2,867,365</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 29, 2016 AND FEBRUARY 28, 2015**

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 233,992	\$ (303,886)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	314,017	415,224
(Gain) loss on sale of property	164	(22,350)
Loss on investment	-	32,335
(Increase) decrease in current assets:		
Accounts receivable	261,265	(269,302)
Prepaid expenses	87,622	11,059
Inventory	3,519	-
Increase (decrease) in current liabilities:		
Accounts payable	(446,853)	50,908
Accrued expenses	(19,379)	(127,249)
Refundable advances	<u>205,532</u>	<u>3,655</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>639,879</u>	<u>(209,606)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(34,749)	(60,450)
Investment in partnership	(1,409)	(8,793)
Proceeds from sale of property	<u>-</u>	<u>29,764</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(36,158)</u>	<u>(39,479)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	<u>(143,670)</u>	<u>(135,360)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(143,670)</u>	<u>(135,360)</u>
NET INCREASE IN CASH	460,051	(384,445)
CASH BALANCE, BEGINNING OF YEAR	<u>663,946</u>	<u>1,048,391</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,123,997</u>	<u>\$ 663,946</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 121,170</u>	<u>\$ 139,724</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 29, 2016
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2015**

	<u>Program</u>	<u>Management</u>	<u>2016 Total</u>	<u>2015 Total</u>
Salaries and wages	\$ 7,658,987	\$ 376,134	\$ 8,035,121	\$ 8,177,739
Payroll taxes and benefits	1,955,497	165,410	2,120,907	2,186,454
Travel	285,650	3,600	289,250	295,726
Occupancy	1,058,001	104,922	1,162,923	1,297,227
Program Services	7,324,464	-	7,324,464	8,923,081
Other costs:				
Accounting fees	9,875	37,275	47,150	49,086
Legal fees	17,000	957	17,957	2,362
Supplies	234,077	25,544	259,621	247,832
Postage and shipping	57,119	1,153	58,272	60,580
Equipment rental and maintenance	3,455	70	3,525	4,282
Printing and publications	2,711	46	2,757	5,021
Conferences, conventions and meetings	20,726	10,206	30,932	12,834
Interest	114,722	6,448	121,170	139,724
Insurance	179,133	14,761	193,894	236,109
Membership fees	11,264	19,241	30,505	12,317
Utility and maintenance	109	51,455	51,564	58,556
Other	610,199	24,546	634,745	701,472
Depreciation	313,047	970	314,017	415,224
In kind	906,423	-	906,423	848,954
Total functional expenses	<u>\$ 20,762,459</u>	<u>\$ 842,738</u>	<u>\$ 21,605,197</u>	<u>\$ 23,674,580</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 29, 2016**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 29, 2016 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$616,264.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2015, from which the summarized information was derived.

Income Taxes

Community Action Program Belknap – Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

Community Action Program Belknap – Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program Belknap – Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2012.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed

its tax position taken on its information returns for the years (2012 through 2015), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 7 years

Use of Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$906,423 in donated facilities, services and supplies for the year ended February 29, 2016 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$511,159 for the year ended February 29, 2016.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$390,584 for the year ended February 29, 2016.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$4,680 for the year ended February 29, 2016.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 29, 2016 amounted to \$24,277.

2. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 29, 2016. The Organization has no policy for charging interest on overdue accounts.

3. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$1,122,035 as of February 29, 2016.

4. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 29, 2016 totaled \$258,117.

5. LEASED FACILITIES

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to every two years. For the year ended February 29, 2016, the annual lease expense for the leased facilities was \$455,024.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2017	\$33,355
2018	16,631
2019	<u>4,923</u>
Total	<u>\$54,909</u>

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$401,279 at February 29, 2016.

7. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% for the year ended February 29, 2016) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 29, 2016.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 29, 2016:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 1,002,930

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 29, 2016. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start. 359,440

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations. 85,472

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for the Franklin Community Services building.	<u>19,318</u>
Total	1,467,160
Less amounts due within one year	<u>154,380</u>
Long term portion	<u>\$ 1,312,780</u>

The scheduled maturities of long term debt as of February 29, 2016 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2017	\$ 154,380
2018	163,753
2019	173,709
2020	184,280
2021	195,505
Thereafter	<u>595,533</u>
	<u>\$ 1,467,160</u>

9. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 29, 2016:

Land	\$ 168,676
Building and improvements	4,449,613
Equipment and vehicles	<u>5,942,708</u>
	10,560,997
Less accumulated depreciation	<u>(6,824,303)</u>
Property and equipment, net	<u>\$ 3,736,694</u>

Depreciation expense for the year ended February 29, 2016 was \$314,017.

10. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this

contingency because specific amounts, if any, have not been determined or assessed as of February 29, 2016. Monitoring has not indicated any discrepancies.

11. CONCENTRATION OF RISK

For the year ended February 29, 2016, approximately \$10,100,000 (46%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 29, 2016, the balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Effective July 1, 2010, one of the financial institutions agreed to collateralize all deposits with them in excess of the FDIC limit. Another financial institution agreed to collateralize the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 29, 2016, there were no deposits in excess of the uninsured limits.

12. TEMPORARILY RESTRICTED NET ASSETS

At February 29, 2016, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

Senior Center	\$ 126,276
Elder Services	264,748
NH Rotary Food Challenge	5,071
Common Pantry	6,535
Community Crisis	3,578
Caring Fund	18,517
Agency-FAP	26,458
Agency-H/S	163,386
FGP/SCP Assoc. Region 1	1,032
Other Programs	<u>663</u>
	<u>\$ 616,264</u>

13. RELATED PARTY TRANSACTIONS

Community Action Program Belknap – Merrimack Counties, Inc. is related to the following corporation as a result of common management:

<u>Related Party</u>	<u>Function</u>
CAPBMC Development Corporation	Real Estate Development

There was \$139,441 due from CAPBMC Development Corporation at February 29, 2016.

Community Action Program Belknap - Merrimack Counties, Inc. serves as the management agent for the following organizations:

<u>Related Party</u>	<u>Function</u>
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Sandy Ledge Limited Partnership	Low Income Housing Tax Credit Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The total amount due from the related parties (collectively) at February 29, 2016 was \$173,854.

14. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

15. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$72,306 at February 29, 2016.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 29, 2016, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds	\$ 70,897
Total gains (losses) - realized /unrealized	(2,153)
Purchases	<u>3,562</u>
Ending Balance – mutual funds	<u>\$ 72,306</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

16. FISCAL AGENT

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 25, 2016, the date the financial statements were available to be issued.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2016**

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH GRANTOR NUMBER	EXPENDITURES
<u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>			
Head Start	93.600	N/A	\$ 3,673,177
Through State of New Hampshire			
Weatherization-HRRP	93.568		78,525
Fuel Assistance	93.568	611001	3,299,050
Community Services Block Grant	93.569	610155	475,127
Community Services Block Grant - Discretionary	93.570	610155	47,385
Title XX - Block Grant	93.667	410338	275,567
Family Planning	93.217	610237	94,137
Family Planning	93.558	610237	36,500
Family Planning	93.940	610237	5,594
Home Visiting	93.505	Unknown	71,559
Prenatal	93.994	520243	24,533
Merrimack County Service Link Program	93.324	Unknown	20,656
Merrimack County Service Link Program	93.052	Unknown	3,841
Merrimack County Service Link Program	93.667	Unknown	84,676
Merrimack County Service Link Program	93.048	Unknown	95,859
Merrimack County Service Link Program	93.517	Unknown	37,217
Merrimack County Service Link Program	93.778	Unknown	710
Aging Cluster			
Elder Services/NSIP	93.053	410338	223,926
Fuel Assistance-SEAS	93.044	611001	7,533
Title III Part C	93.045	410338	589,857
Title III Part B Rural Transportation	93.044	410338	101,096
Total Aging Cluster			<u>922,412</u>
Child Care and Development Fund Cluster			
Head Start - Child Care	93.596	Unknown	414,808
Head Start - Child Care	93.575	Unknown	142,742
Total Child Care and Development Fund Cluster			<u>557,550</u>
Through Southern New Hampshire Services			
Workplace Success	93.558	Unknown	231,336
Through Lakes Region Partnership for Public Health			
Marketplace Assister Services	93.525	Unknown	35,886
Through Gateways Community Services			
Veterans Independent Program	93.778	Unknown	308
Through Easter Seals NH, Inc.			
Veterans Partnership	93.778	Unknown	12,468
			<u>10,084,073</u>
<u>US DEPARTMENT OF AGRICULTURE</u>			
Through State of New Hampshire			
WIC	10.557	611080	782,975
Senior Farmers Market	10.576	Unknown	84,172
CACF Head Start/USDA	10.558	Unknown	219,409
Summer Food-USDA	10.559	Unknown	152,364
Food Distribution Cluster			
CSFP	10.565	611080	770,857
Surplus Food-TEFAP/Admin	10.568	Unknown	179,457
Surplus Food-TEFAP	10.569	Unknown	1,479,922
Total Food Distribution Cluster			<u>2,430,236</u>
Through Rural Development			
Housing Preservation	10.433	Unknown	19,558
			<u>3,688,714</u>
<u>CORPORATION FOR NATIONAL SERVICES</u>			
Senior Companion	94.016	N/A	311,683

US DEPARTMENT OF TRANSPORTATION

Through State of New Hampshire

Concord Area Transit	20.509	Unknown	544,280
Winnepesaukee Transit System	20.509	68022	<u>55,764</u>
			<u>600,044</u>

Transportation Cluster

Concord Area Transit-New Freedom	20.521	Unknown	8,399
Concord Area Transit	20.513	Unknown	20,054
Winnepesaukee Transit System	20.521	Unknown	<u>3,687</u>
Total Transportation Cluster			<u>32,140</u>

Through County of Merrimack

Rural Transportation	20.513	Unknown	36,327
Volunteer Driver Program	20.513	Unknown	<u>76,982</u>
			<u>113,309</u>

745,493

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Through State of New Hampshire

Outreach Program	14.235	Unknown	85,078
Homeless Prevention	14.235	Unknown	17,433
Supportive Housing Services	14.235	Unknown	<u>71,399</u>
			173,910

Through National Center for Healthy Housing

Radon Program	14.906	Unknown	<u>2,645</u>
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176,555

US DEPARTMENT OF ENERGY

Through State of New Hampshire

Weatherization	81.042	551896	<u>207,222</u>
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US DEPARTMENT OF LABOR

Through State of New Hampshire

Senior Community Service Employment	17.235	610063	<u>420,038</u>
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Through Southern New Hampshire Services

WIA Cluster

WIA-Adult Program	17.258	Unknown	95,082
WIA-Dislocated Worker Program	17.260	Unknown	<u>103,788</u>
Total WIA Cluster			<u>198,870</u>

618,908

TOTAL AWARDS EXPENDED

\$ 15,832,648

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 29, 2016

NOTE 1 **BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 29, 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 Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 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. Pass-through entity identifying numbers are presented where available.

NOTE 3 **INDIRECT COST RATE**

Community Action Program Belknap-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 **FOOD COMMODITIES**

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 29, 2016, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 25, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Community Action Program Belknap-Merrimack Counties, 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 Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
October 25, 2016

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, 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
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, 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 Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 29, 2016. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with 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 Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and 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 Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 29, 2016.

Report on Internal Control Over Compliance

Management of Community Action Program Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with 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 Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
October 25, 2016

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 29, 2016

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with GAAP.
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 Community Action Program Belknap-Merrimack Counties, Inc., were disclosed during the audit.
4. No significant deficiencies to the audit of the major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:
 - 93.568 Low-Income Home Energy Assistance
 - 93.044 Special Programs for the Aging - Title III, Part B - Grant for Supportive Services and Senior Citizens
 - 93.045 Special Programs for the Aging - Title III, Part C - Nutrition Services
 - 93.053 Nutrition Services Incentive Program
 - Enhanced Mobility of Seniors and Individuals With Disabilities
 - 93.569 Community Services Block Grant
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<u>Grant Period</u> <u>10/1/14-9/30/15</u>	<u>Grant Period</u> <u>10/1/15-9/30/16</u>	<u>Total</u>
Revenues			
Division of Human Resources	\$ 739,855	\$ 2,559,195	\$ 3,299,050
Other	<u>130,850</u>	<u>-</u>	<u>130,850</u>
	<u>\$ 870,705</u>	<u>\$ 2,559,195</u>	<u>\$ 3,429,900</u>
Expenditures			
Personnel	\$ 210,966	\$ 184,298	\$ 395,264
Fringe benefits	31,155	29,580	60,735
Travel	3,697	1,939	5,636
Occupancy	28,234	20,344	48,578
Direct program costs	563,961	2,294,023	2,857,984
Other costs	<u>32,692</u>	<u>29,011</u>	<u>61,703</u>
	<u>\$ 870,705</u>	<u>\$ 2,559,195</u>	<u>\$ 3,429,900</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<u>Grant Period</u> <u>7/1/14 - 6/30/15</u>	<u>Grant Period</u> <u>7/1/15 - 6/30/16</u>	<u>Total</u>
Revenues			
Corporation for National Services	<u>\$ 90,892</u>	<u>\$ 220,791</u>	<u>\$ 311,683</u>
Expenditures			
Personnel	\$ 93,539	\$ 158,882	\$ 252,421
Fringe benefits	(15,937)	13,461	(2,476)
Travel	11,480	43,730	55,210
Other costs	<u>1,810</u>	<u>4,718</u>	<u>6,528</u>
	<u>\$ 90,892</u>	<u>\$ 220,791</u>	<u>\$ 311,683</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<u>Grant Period</u> <u>1/1/15-12/31/15</u>	<u>Grant Period</u> <u>1/1/16-12/31/16</u>	<u>Total</u>
Revenues			
U.S. Department of Health and Human Services	\$ 3,011,938	\$ 661,239	\$ 3,673,177
In-Kind	1,066,491	165,870	1,232,361
Other	<u>221,312</u>	<u>-</u>	<u>221,312</u>
	<u>\$ 4,299,741</u>	<u>\$ 827,109</u>	<u>\$ 5,126,850</u>
Expenditures			
Personnel	\$ 2,073,046	\$ 446,964	\$ 2,520,010
Fringe benefits	368,202	60,564	428,766
Travel	38,481	6,335	44,816
In-Kind	1,066,491	165,870	1,232,361
Other costs	<u>753,197</u>	<u>147,376</u>	<u>900,573</u>
	<u>\$ 4,299,417</u>	<u>\$ 827,109</u>	<u>\$ 5,126,526</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<u>Grant Period</u> <u>7/1/14 - 6/30/15</u>	<u>Grant Period</u> <u>7/1/15 - 6/30/16</u>	<u>Total</u>
Revenues			
NH Department of Health and Human Services			
Title XX	\$ 149,609	\$ 344,025	\$ 493,634
Title III Part C	324,937	674,266	999,203
NH Department of Health and Human Services	127,461	96,465	223,926
Other	<u>193,086</u>	<u>466,090</u>	<u>659,176</u>
	<u>\$ 795,093</u>	<u>\$ 1,580,846</u>	<u>\$ 2,375,939</u>
Expenditures			
Personnel	\$ 360,629	\$ 697,342	\$ 1,057,971
Fringe benefits	55,105	89,978	145,083
Occupancy	51,312	100,772	152,084
Travel	43,660	83,198	126,858
Other costs	<u>284,060</u>	<u>541,996</u>	<u>826,056</u>
	<u>\$ 794,766</u>	<u>\$ 1,513,286</u>	<u>\$ 2,308,052</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<u>Grant Period</u> <u>10/1/14-9/30/15</u>	<u>Grant Period</u> <u>10/1/15-9/30/16</u>	<u>Total</u>
Revenues	<u>\$ 895,090</u>	<u>\$ 1,073,095</u>	<u>\$ 1,968,185</u>
Expenditures			
Personnel	\$ 161,645	\$ 124,688	\$ 286,333
Fringe benefits	28,892	21,246	50,138
Travel	3,723	1,825	5,548
Occupancy	5,923	6,266	12,189
Other costs	<u>694,756</u>	<u>919,419</u>	<u>1,614,175</u>
	<u>\$ 894,939</u>	<u>\$ 1,073,444</u>	<u>\$ 1,968,383</u>

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 29, 2016

	<u>Revenues</u>	<u>Expenditures</u>
Twin River Community Corp (055 & 056)	58,571	43,224
Cottage Hotel (066 & 067)	22,115	10,859
Sandy Ledge (095 & 096)	9,815	24,291
Ozanam (106 & 107)	20,461	17,685
Food Pantry (131)	20,997	3,134
Senior Center Program (138)	21,625	15,841
Franklin Intergenerational (186 & 187)	195	40
Senior Companion Program - Non Federal (225 & 226)	87,265	58,348
Senior Companion Program - State (235 & 236)	32,974	32,974
Franklin Community Services (295 & 296)	47,710	21,512
Head Start - Childcare (355 & 356)	283,120	179,107
Lakes Region Family Center (385 & 386)	159,631	159,631
REIP (402)	-	781
NH Modular Ramp (434 & 435)	29,455	21,102
New Hampshire Housing Guarantee Program (495 & 496)	210,288	210,288
Core Program (505 & 506)	652,244	580,799
Common Pantry (555 & 556)	101	171
Software Program - FAP/EAP (583)	-	581
Oral Health WIC (600)	15,644	2,496
Epsom Elderly Housing (645 & 646)	74,917	74,917

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 29, 2016

	<u>Revenues</u>	<u>Expenditures</u>
Belmont Housing (655 & 656)	\$ 70,769	\$ 70,769
Alton Housing (665 & 666)	57,322	57,322
Kearsarge Housing (675 & 676)	64,306	64,306
Riverside Housing (685 & 686)	65,802	65,802
Pembroke Housing (700 & 701)	66,100	66,663
Homeless Revolving Loan (728)	3,300	3,300
Area Centers (765 & 766)	114,584	248,410
THE FIXIT Program (835 & 836)	-	3,410
Loan Guarantee Program (847)	48,250	48,250
MC Loan Guarantee Program (848)	2,205	2,205
The Caring Fund (865 & 866)	7,971	2,144
FGP/SCP Association Region 1 (875)	825	976
Agency WIC/CSFP (883)	-	12,465
Newbury Elderly Housing (884 & 885)	48,484	31,875
Agency Account (911 & 980)	89,212	-
Agency Account FAP (922)	112,345	98,057
Agency Account SCP (934 & 935)	1,024	4,585
H/S Agency (945 & 946)	30,028	22,838
Agency FP/PN (963)	-	8,774
Fundraising (976)	107	107
Agency Development Fund (981)	-	82,833
Agency Horseshoe Pond Place (996)	847	847

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 29, 2016**

<u>FUND #</u>	<u>FUND NAME</u>	<u>HHS PROGRAM CFDA#</u>	<u>AMOUNT</u>
127	EAP - Lead Agency		18,204
147	Merrimack County Service Link	93.778	63,916
158	Merrimack County Service Link	93.778 (deferred amount is not federal)	1,847
166	Elder Services	93.045,93.667,93.053 (deferred amount is not federal)	1,613
197	Electric Assistance Program		49,915
346	Head Start - USDA		1,977
496	NH Housing Guarantee Program		130,213
546	Summer Feeding		48,373
576	Fuel Assistance Program	93.568 (\$2,990 of deferred amount is not federal)	240,112
595	Homeless Prevention		236,375
716	Concord Area Transit		69,327
728	Homeless Revolving Loan Fund - Belknap County		36,316
729	Homeless Revolving Loan Fund - Merrimack County		8,179
766	Area Center Program		1,476
836	Fixit Program		72,879
847	Loan Guarantee Program		30
857	New Start Program		68,160
883	Agency Account - WIC/CSFP		208
907	Community Services Block Grant	93.569	72,913
922	Agency Account - FAP		<u>2</u>
		TOTAL	<u>\$ 1,122,035</u>

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

BOARD OF DIRECTORS

Sara A. Lewko, *President*

Susan Koerber, *Member*

Vice President - Vacant

Bill Johnson, *Member*

Dennis Martino, *Secretary-Clerk*

David Siff, *Member*

Kathy Goode, *Treasurer*

Christine Averill, *Member*

Heather Brown, *Member*

Donna Barnett, *Member*

Nicolette Clark, *Member*

Safiya Wazir, *Member*

Theresa M. Cromwell, *Member*

RALPH LITTLEFIELD

EDUCATION

High School – Winnacunnet High School, Graduated June 1966
College – Keene State College, Keene, NH, Graduated May 1971
Degree – Bachelor of Education

EMPLOYMENT

January 1980 – Present

Community Action Program Belknap-Merrimack Counties, Inc.
Executive Director

Responsible for the general administration of the agency which is comprised of 85 major programs and has an annual budget in excess of \$24 million dollars and a staff of 350 employees.

June 1978 – January 1980

Southwestern Community Services, Inc., Keene, New Hampshire
Deputy Director

1976 – June 1978

Southwestern Community Services, Inc., Keene, New Hampshire
Head Start Director

1974 – 1975

Southwestern Community Services, Inc., Keene, New Hampshire
Program Coordinator-Food Stamp Program, Green Thumb Project,
Nutrition West

1974 – Head Counselor, Summer Neighborhood Youth Corps

1972 – Assistant Head Start Director, Cheshire County Head Start
Claremont, New Hampshire

June 1971 – General Services Director

KATHRYN R. LAVIGNE

WORK EXPERIENCE

- July 1993-Present CHIEF ACCOUNTANT
Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, New Hampshire 03302-1016
- November 1992-
June 1993 SENIOR ACCOUNTANT
John Killion & Co., Concord, New Hampshire
Responsible for compilations and reviews of commercial accounts, preparation of financial statements and tax returns. Auditing at junior level for nonprofit organizations. Preparation of weekly payrolls, quarterly payroll tax returns and year-end W-2's for service bureau accounts. Installation of accounting software. Set-up of clients chart of accounts and trial balance. Software used: Real World, Word Perfect, Cougar Mountain, Accountants Trial Balance, Fixed Assets Management and Tax Machine.
- January 1989-
November 1992 OFFICE MANAGER
Rudolph Electrical Co., Inc., Concord, New Hampshire
Supervise staff of three. Responsible for implementing computerized accounting system. Handle all aspects of accounting, i.e. accounts receivable, accounts payable, payroll, general ledger and job cost. Responsible for preparation of weekly payroll, monthly financial statements and quarterly payroll tax returns. Collect overdue accounts.
- October 1979-
September 1988 Rivco, Penacook, New Hampshire
- June 1986-
September 1988 ACCOUNTING MANAGER
Supervise staff of seven. Responsible for hiring, assigning, appraising performance and directing department personnel, including recommending compensation changes and promotions. Participant in audit preparation. Administrator of profit sharing plan and trip promotion program.
- August 1984-
September 1988 CREDIT MANAGER
Monitor all accounts and collect overdue accounts. Determine credit rating of prospective customers. Open accounts. Consult with lawyers, salesmen and sales manager. Represent company in court. Handle customer correspondence and telephone calls. Train and supervise credit personnel.
- October 1979-
August 1984 ACCOUNTS RECEIVABLE CLERK
Handle all aspects of accounts receivable and billing. Reconcile accounts. Prepare monthly sales reports and aged trial balance by customer and by salesmen.

EDUCATION

- 1982-1989 Franklin Pierce College, Concord, New Hampshire
Bachelor's Degree in Accounting and Business Management
May 1989, Graduated Magna Cum Laude
- 1963-1967 Franklin High School, Franklin, New Hampshire
Business-Secretarial, Graduated with high honors

REFERENCES

Available upon request.

EXPERIENCE

**1992 to
Present**

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

Director, Community Health and Nutrition Services

- Responsible for overall management of the WIC, Breastfeeding Peer Counseling Program, Senior Farmers Market Nutrition Program and Commodity Supplemental Food Program, Family Planning, Prenatal, Teen Clinic, and Concord Area Public Health Network
- Oversee planning, development, implementation and coordination of all program services and personnel for multiple programs and clinic locations
- Fiscal management including budget preparation, monitoring, fundraising, and reports for \$1.6 million operating budget
- Oversee special grant projects including Lead Screening and Oral Health initiatives.
- Development and implementation of policies and procedures
- Oversee quality improvements plans for all program services
- Responsible for grant management and report preparation
- Represents agency on local Boards of Directors, Coalitions, and Partnerships

1991-1992

Director, Family Planning, Prenatal, STD Clinics and HIV Counseling and Testing Services

- Initiated development and implementation of comprehensive Prenatal program clinical services in Belknap County for low-income women
- Integrated all program services to provide access to comprehensive care

1989-1992

Director, Family Planning, STD Clinics and HIV counseling and Testing Services

- Coordinated development of STD Clinic Services in three County area including obtaining initial grant funding
- Fiscal, personnel, program management of all services

1987-1989

Director, Family Planning and HIV Counseling and Testing Services

- Obtained grant funding to initiate development of HIV Counseling and Testing Services
- Integrated services into Family Planning Clinic

1986-1987

Family Planning Program Director

- Responsible for the overall fiscal, programmatic and personnel management of a Title X funded Family planning program in a three County area.
- Initiated program development activities and expansion of services

1980-1985

CONCORD HOSPITAL, CONCORD NEW HAMPSHIRE

Social Worker – Social Services Department

- Evaluation of emotional, social and economic stresses of illness.
 - Developed patient care plans including financial assessment, discharge planning needs, home supports, and transfer for patients in maternity/newborn nursery, ICU, nephrology/dialysis, and urology units.
 - Liaison between medical staff, patient, families and community agencies.
 - Coordinated adoptions with public and private organizations.
 - Provided assessments for guardianships hearings.
 - Initiated protective service referrals for infants, children and seniors.
 - Coordinated transfers to skilled, intermediate level nursing homes, group homes, and facilities providing traumatic head injury and spinal cord care.
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EDUCATION

- 1977 Massachusetts College of Liberal Arts
North Adams, MA
Bachelor of Arts Degree Majors: History and Sociology

PROFESSIONAL ASSOCIATIONS**Board of Directors and Committees**

- National WIC Association
Board of Directors 2013- present
Chair - Local Agency Section of 7 USDA defined Regions 2016-17
Northeast Region Local Agency Representative 2013- present
NH Representative to Local Agency Section 2010-present
NWA/USDA Food and Nutrition Services - Verification of Certification Task Force – Local Agency Representative 2015-16
- National Commodity Supplemental Food Program Association
President Board of Directors 2011
Vice President Board of Directors 2010
Marketing Committee- Chair 2012-2014
Board of Directors Local Agency Representative 1999-2000
- New Hampshire WIC Directors Association - 1992-Present
Chairperson 2010-present
Secretary 2000-2008
- NH Hunger Solutions Coalition 2011-present
NH Roadmap to End Childhood Hunger
- Health First Family Care Center - Board of Directors January 2009-present
- Partnership for Public Health - Board of Directors 2005-2015
- Winnepesaukee Public Health Council – Executive Committee 2014 to present
- Capital Area Public Health Network – Public Health Advisory Council Executive Committee 2014-present
- Upper Valley Hunger Council – 2015 to present.
- Public Health Council of the Upper Valley – 2014 to present
HEAL and Oral Health Committees – 2016 to present
- Central New Hampshire Health Care Partnership - Founding member 2008-present
- HEAL - Statewide Practice Committee - 2009-2012
Lakes Region HEAL - 2009-present
CCNTR HEAL - 2009-2012
- Bi-State Primary Care Association – *Operations and Government Relations Committee 2004-present*
- Whole Village Family Resource Center - *Board of Directors 1995-2000*
Chair Personnel Committee 1996-2000
- Capital Area Wellness Coalition – 2010-present
Healthy Foods Subcommittee

Government Task Forces and Legislative Committees

- Legislative Task Force on Perinatal Substance Abuse – 1993-2002
- Legislative Study Committee on Premature Births – 1991
- Attorney General's Task Force on Child Abuse and Neglect – 1990-1993

Memberships

- National WIC Association – 1994-Present
- New Hampshire Public Health Association – 1993-Present
- National Family Planning and Reproductive Health Association – 1986-Present

COMMUNITY & VOLUNTEER

- Bow School District Wellness Committee - 2004-present
- Bow POPS (Parents of Performing Arts Students) 2005-2010 – Vice President 2009-2010
- Boys Indoor Soccer Team - Coach – 2008-2010

Jaclene E. Raymond, RN, BSN, MS, WHNP-BC

Education:

Boston College William F. Connell School of Nursing
Master of Science: Women's Health Nurse Practitioner
May 2016 - GPA: 4.0

Chestnut Hill, Ma

Salem State University
Bachelor of Science: Nursing
May 2009 - Cum Laude

Salem, Ma

Credentials:

- New Hampshire APRN/ RN License
 - Massachusetts RN License
 - Nexplanon Insertion Certification: January 2016
 - Neonatal Resuscitation Program (NRP) Certification: January 2016
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Professional Experience:

Laconia Family Planning & Prenatal; Community Action Program
Laconia, NH

July 2016-Present

Duties and Responsibilities:

- Perform annual PAP exams, wet preps, STD evaluation, vaginal cultures and other procedures required for patient evaluation and treatment
- Preconception and family planning counseling
- Collaborate with the on-site Certified Nurse Midwife on patient care and refer patients as needed to Caring for Women
- As the sole nurse practitioner on site, responsible for patient care follow-up, triaging all phone calls, reviewing lab results, and ordering medical and office supplies
- Experienced in the following procedures:
 - Nexplanon insertion and removal
 - Liletta IUD insertion and removal
 - Endometrial Biopsy

Clinical Lab Instructor; Salem State University
Salem, Ma

August 2016-Present

Duties and Responsibilities:

- Educate undergraduate students in SIM Lab on postpartum care and newborn care
- Create scenarios for students to develop their clinical skills, including a postpartum hemorrhage scenario and a head-to-toe postpartum assessment

Registered Nurse Experience:

Massachusetts General Hospital (Newborn Family Unit)

May 2012-Present

- Staff RN for a 21-bed postpartum and nursery unit. Consults and coordinates with health care team members on patient care plans. Monitor new mothers for adverse outcomes, as many of the patients are high risk obstetrical patients. Assist the newborn in transitioning to extra uterine life.

Lowell General Hospital (Mother Infant Unit-Per Diem)

Dec 2011-Oct 2012

- Per-Diem Postpartum/Nursery staff RN on a busy Mother-Baby Unit. Worked closely with team members to assist new mothers after delivery, and helped newborns transition to extra uterine life.

Lakes Region General Hospital (Orthopedics & Med-Surgical Floor/ Mother-Baby Unit)

June 2010-April 2013

- Resource/Staff RN for 15-bed inpatient orthopedic/medical-surgical unit. Responsible for postsurgical, medical, and end of life care. Provided family-centered care. In April 2013, I worked as a per-diem RN on the mother-baby unit providing postpartum and newborn care.

Student WHNP Experience:

Bedford Women's Health Care Associates: Bedford NH

Jan 2016-May 2016

Foundations Medical Center: Breast Surgery, Nashua NH

Jan 2016-May 2016

Steward Medical Group: OB-GYN, Watertown Ma

Sept 2015-April 2016

Winchester Physician Associates: GYN Services, Winchester Ma

Sept 2015-Dec 2015

Women's Healthcare of Woburn: OB-GYN, Woburn Ma

Sept 2015-Dec 2015

Memberships & Awards:

- Boston College Merit Scholarship: December 2014 & January 2016
- Sigma Theta Tau International Honor Society of Nursing; Eta Tau Chapter: May 2009
- Honors Senior Thesis: *Preconception, Pregnancy & Anorexia; What Nurses Need to Know*: May 2009
- Member of the Salem State Honors Program: September 2005-May 2009

Department of Health and Human Services

Community Action Program Belknap-Merrimack Counties, Inc.

Family Planning Services (FPS)

RFA-2018-DPHS-03-FAMIL-01

July 1, 2017 – June 30, 2019

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ralph Littlefield	Executive Director	\$140,639	0%	\$0.00
Kathy Lavigne	Chief Accountant	\$70,941	0%	\$0.00
Susan M. Wnuk	Director, Community Health & Nutrition Services	\$66,866	19%	\$12,481.00
Jaclene Raymond	APRN	\$68,952	62%	\$43,000.00