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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4545 1-800-852-3345 Ext. 4545
Fax: 603-271-4779 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

April 1, 2013

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

100% Federal Funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health & Community Services, Healthy Eating & Physical Activity Section, Special Supplemental Nutrition Program for Women, Infants and Children, to enter into an agreement with Goodwin Community Health (Vendor #154703 B001), 311 Route 108, Somersworth, NH, 03878, to provide Women, Infants and Children, Commodity Supplemental Food Program, and Breastfeeding Peer Counseling Program services to low income women, children, and seniors, in an amount not to exceed \$921,404, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

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

05-95-90-902010-5260 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PRG

| Fiscal Year | Class/Object | Class Title | Job Number | Total Amount |
|-------------|--------------|------------------------|------------|--------------|
| SFY 14 | 102-500734 | Contracts for Prog Svc | 90006001 | 57,235.00 |
| SFY 14 | 102-500734 | Contracts for Prog Svc | 90006002 | 15,115.00 |
| SFY 14 | 102-500734 | Contracts for Prog Svc | 90006003 | 251,360.00 |
| SFY 14 | 102-500734 | Contracts for Prog Svc | 90006004 | 76,549.00 |
| SFY 14 | 102-500734 | Contracts for Prog Svc | 90006007 | 5,756.00 |
| SFY 14 | 102-500734 | Contracts for Prog Svc | 90006022 | 24,119.00 |
| SFY 14 | 102-500734 | Contracts for Prog Svc | 90006041 | 30,718.00 |
| | | | Sub-Total | \$460,852.00 |
| SFY 15 | 102-500734 | Contracts for Prog Svc | 90006001 | 57,235.00 |
| SFY 15 | 102-500734 | Contracts for Prog Svc | 90006002 | 15,115.00 |
| SFY 15 | 102-500734 | Contracts for Prog Svc | 90006003 | 251,360.00 |
| SFY 15 | 102-500734 | Contracts for Prog Svc | 90006004 | 76,549.00 |
| SFY 15 | 102-500734 | Contracts for Prog Svc | 90006007 | 5,756.00 |
| SFY 15 | 102-500734 | Contracts for Prog Svc | 90006022 | 24,119.00 |
| SFY 15 | 102-500734 | Contracts for Prog Svc | 90006041 | 30,418.00 |
| | | | Sub-Total | \$460,552.00 |
| | | | Total | \$921,404.00 |

EXPLANATION

Funds in this agreement will be used by Goodwin Community Health to provide direct nutrition services monthly to 3,383 low to moderate income pregnant women, new mothers, infants, preschool children and seniors 60 years and older in Carroll and Strafford Counties. Services will include nutrition assessment, nutrition education and supplemental foods to meet nutrition deficiencies, breastfeeding support and referrals to other community services.

The Women, Infants and Children Nutrition Program has been shown to be effective in improving the health of pregnant women, new mothers and their infants. Numerous national studies have shown that women who participate in the Women, Infants and Children Program during their pregnancies have lower Medicaid costs for themselves and their babies. Women, Infants and Children participation is also linked with healthier pregnancies, fewer low birth weight babies, improved immunization rates and a more regular source of medical care. Additionally, the Women, Infants and Children and Commodity Supplemental Food Programs have been shown to be cost-effective in improving the health and nutritional status of low-income women, infants, children and seniors.

Federal regulation requires that the Women, Infants and Children Program be provided statewide. The intent of this regulation is to reduce the barriers to receive services for the clients. Many of the clients in this program have no or limited access to transportation and getting to Concord would pose a hardship.

Should Governor and Council determine to not authorize this request the federal regulations would not be met and 3,303 clients in Carroll and Strafford Counties would not have the benefit of these nutrition services to improve their health. Funds would be returned to the United States Department of Agriculture.

Goodwin Community Health was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from November 16, 2012 through January 18, 2013. In addition, an email was sent by the Healthy Eating and Physical Activity Section Administrator to approximately 20 health and human service agencies on November 16, 2012, notifying them that a Request for Proposals was posted: there was no bidders' conference held.

Four proposals were received. There was only one respondent to provide services in the Carroll and Strafford Counties service area. There were three proposal reviewers, all of whom are currently employed in the Division of Public Health Services, Healthy Eating and Physical Activity Section. All reviewers have between five and twenty years experience in developing Request for Proposals, reviewing nutrition proposals, and managing agreements with vendors for chronic disease and nutrition services. Each reviewer evaluated and scored the proposals using a standardized scoring form and criteria. The final decision was based on the general consensus of the reviewers and by taking an average of all scores. The Bid Summary is attached.

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

These services were contracted previously with this agency in SFY 2012 and SFY 2013 in the amount of \$958,340. This represents a decrease of \$36,936 in SFY 2014 and SFY 2015. This decrease is due to decreased federal funding provided to the New Hampshire Department of Health and Human Services by the US Department of Agriculture.

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

- 65% of prenatal clients will enroll in the WIC Program by the 14th week of pregnancy.

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April 1, 2013
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- 15% of 3 - 4 year old children will continue enrollment in the WIC Program until their fifth birthday.
- 79% of WIC infants will be breastfed.
- 38% of WIC participants will exclusively breastfeeding until 3 months and 28% of WIC participants will breastfeed until 6 months.
- By June 2015, 100% of WIC clinics will have a breastfeeding peer counselor available to counsel mothers as part of the Loving Support model overseen by the Breastfeeding Peer Counseling Program.

Area served: Carroll and Strafford Counties.

Source of Funds: 100% Federal Funds from the United States Department of Agriculture.

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

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/lr

Program Name WIC-CSFP-BFFC
 Contract Purpose Public health nutrition services
 RFP Score Summary

| RF/RFP CRITERIA | Max Pts | Community Action Program Belknap Merrimack Counties, Concord, NH | Goodwin Community Health, Somersworth, NH | Southern New Hampshire Services, Manchester, NH | Southwestern Community Services, Keene, NH | | | |
|--------------------------|---------|--|---|---|--|------|------|------|
| Agency Capacity | 30 | 29.33 | 26.00 | 20.67 | 19.67 | 0.00 | 0.00 | 0.00 |
| Program Structure | 50 | 45.00 | 39.50 | 31.67 | 39.00 | 0.00 | 0.00 | 0.00 |
| Budget and Justification | 15 | 13.33 | 12.00 | 15.00 | 15.00 | | | |
| Format | 5 | 5.00 | 4.33 | 3.33 | 3.00 | 0.00 | 0.00 | 0.00 |
| Total | 100 | 92.67 | 81.83 | 70.67 | 76.67 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | |
|----------------------|---------|--------------|------------|--------------|------------|--|--|--|
| BUDGET REQUEST | Year 01 | | | | | | | |
| | Year 02 | | | | | | | |
| | Year 03 | | | | | | | |
| TOTAL BUDGET REQUEST | | 1,977,206.00 | 921,404.00 | 3,061,126.00 | 656,504.00 | | | |
| BUDGET AWARDED | Year 01 | | | | | | | |
| | Year 02 | | | | | | | |
| | Year 03 | | | | | | | |
| TOTAL BUDGET AWARDED | | 1,977,206.00 | 921,404.00 | 3,061,126.00 | 656,504.00 | | | |

| RFP Reviewers | Name | Job Title | Dept/Agency | Qualifications |
|---------------|-----------------|--------------------------|-------------|---|
| 1 | Lisa Richards | Program Planner | DHHS, DPHS | Ms Richards has been employed at the State WIC program for 28 years as nutrition coordinator and manager, and has written and reviewed RFPs for more than 20 years. |
| 2 | Margaret Murphy | Administrator | DHHS, DPHS | |
| 3 | Marisa Lara | Health Promotion Advisor | DHHS, DPHS | |
| 4 | | | | Ms Murphy has been employed at the State WIC Program for 8 years as director and administrator, and has written and reviewed RFPs for more than 15 years. |
| 5 | | | | |
| 6 | | | | Ms Lara has 2 years experience as a WIC Nutritionist and 4 years experience in the NH Division of Public Health Services, and is a registered dietitian and MPH. |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

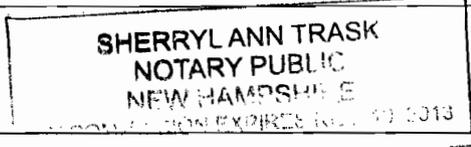
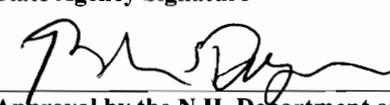
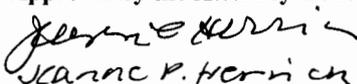
Subject: WIC, Commodity Supplemental Food, and Breastfeeding Peer Counseling Programs

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|--|--|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services | | 1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504 | |
| 1.3 Contractor Name Goodwin Community Health | | 1.4 Contractor Address 311 Route 108 Somersworth NH 03878 | |
| 1.5 Contractor Phone Number 603-225-3295 | 1.6 Account Number 010-090-5260-102-500734 | 1.7 Completion Date June 30, 2015 | 1.8 Price Limitation \$921,404 |
| 1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief | | 1.10 State Agency Telephone Number 603-271-4501 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Janet Atkins, Executive Director | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>3-10-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | |  | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Sherryl Trask, Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Brock S. Dupre Lisa L. Bujno, Bureau Chief | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrin, Attorney On: 17 April 2013 | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

NH Department of Health and Human Services

Exhibit A

Scope of Services

WIC-CSFP-BFPC Services

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

CONTRACTOR NAME: Goodwin Community Health

**ADDRESS: 311 Route 108
Somersworth NH 03878**

**Executive Director: Janet Atkins
TELEPHONE: 603-332-4358**

The Contractor shall:

1. During the period of the contract, the Contractor shall provide benefits and services as follows:

1.1 Culturally and Linguistically Appropriate Standards of Care

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

- a. Assess the ethnic/cultural needs, resources and assets of their community.
- b. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
- c. When appropriate, provide clients of minimal English skills with interpretation services.
- d. Offer consumers a forum through which clients have the opportunity to provide feedback to providers and organizations regarding cultural and linguistic issues that may deserve response.

1.2 The Contractor shall provide Special Supplemental Nutrition Program for Women, Infants, and Children (hereinafter referred to as WIC) benefits to 2,645 participants (hereinafter called the WIC Contracted Caseload) each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.3 The Contractor shall provide Commodity Supplemental Food Program (hereinafter referred to as the CSFP) benefits to 738 (hereinafter called the CSFP Contracted Caseload) participants each month. The Contractor must serve 95%-105% of contracted caseload monthly.

1.4 The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture (hereinafter referred to as USDA) governing the WIC Program and the Commodity Supplemental Food Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, Policy and Procedure Manual, and the NH Administrative Rules.

1.5 The Contractor shall adhere to USDA Office of Civil Rights policies, including insertion of the non-discrimination statement on all outreach materials.

2. The Contractor shall be responsible for the on-going recruitment and retention of participants, which shall include, at a minimum:
 - a. use of local media;
 - b. distribution of informational booklets and referral materials;
 - c. coordination with health and social service programs and agencies;
 - d. maintenance of participant waiting list, if appropriate;
 - e. specific activities to foster enrollment early in pregnancy and infancy; and
 - f. specific activities targeting retention of children until their fifth birthday.
3. The Contractor shall make provisions to accommodate the access needs of working families as outlined in the NH Consolidated WIC/CSFP State Plan.
 - 3.1 The Contractor shall limit the number of remote clinic sites to locations with a minimum of 25 enrolled participants.
 - 3.2 The Contractor shall offer early evening appointment hours (6PM or later) at a minimum of 3 clinics per month including a minimum of one clinic per county.
4. The Contractor shall certify the eligibility of individuals making application for benefits in accordance with the NH WIC/CSFP Policy and Procedure Manual, using residence, categorical, income, and nutritional risk criteria provided by the State for the Program for which application is made.
 - 4.1 The Contractor shall utilize the StarLINC management information system for certification and recertification of all eligible WIC applicants.
5. The Contractor shall make referrals to Medicaid and the Food Stamp Program.
6. The Contractor shall make referrals of applicants and participants to health, social, and economic assistance agencies according to the needs of the individuals.
7. The Contractor shall make nutrition education available to each WIC and CSF Program participant according to individual needs.
 - 7.1 The Contractor shall assure that nutrition services for high-risk participants are only provided by a qualified nutritionist, as defined in the New Hampshire Consolidated WIC/CSFP State Plan.
 - 7.2 The Contractor shall provide participant centered nutrition assessment and counseling services as appropriate to all participants.
8. The Contractor shall provide only those foods from the Approved Foods List, and only in quantities of those foods, as are appropriate for the nutritional need of each participant. Under no circumstances shall the Contractor provide foods or food benefits in quantities greater than those allowed by the Federal Regulations governing the Program in which the participant is enrolled, or those specified in the NH WIC/CSFP State Plan.
 - 8.1 The Contractor shall provide participants a current Approved Foods List, a list of currently authorized retail vendors in the Contractor service area, and training on the redemption of WIC Program food instruments to WIC participants.

- 8.2 The Contractor shall provide CSFP commodity foods to participants using a direct distribution system. The Contractor shall also provide information and instructions on the preparation of commodity foods.
9. The Contractor shall maintain all CSFP Food issuance registers for a period not less than three years following the period of the contract in which the CSFP food package was issued.
10. The Contractor shall terminate from the Program, participating individuals who have enrolled for the maximum period of time specified by the Federal Regulations governing the WIC or CSF Program or who fail to participate for two consecutive months. Individuals being disqualified, suspended or terminated prior to the expiration of the present period of eligibility certification shall be given written notice of impending termination on forms provided by the State and the opportunity to request a Fair Hearing. The Contractor shall provide at least 15 days' oral or written notice of the expiration of the current benefit period.
11. The Contractor shall provide individuals who are denied participation with a written explanation on forms provided by the State for the denial of eligibility and shall provide such individuals with the opportunity to request a Fair Hearing regarding the reason for denial.
12. At the direction of the State, the Contractor shall take administrative action against participants found to be abusing Program benefits. Persons found to be participating in both the WIC Program and the CSF Program, or in two WIC or CSF Programs provided by different Contractors shall be immediately terminated from one Program.
13. The Contractor shall assure that appropriate administrative and/or professional staff attends all nutrition services and administrative meetings and trainings provided by the State Agency as required.
- 13.1 As required by federal regulations, the Contractor shall conduct an annual civil rights training for all staff and maintain attendance records.
14. The Contractor shall protect the integrity of the program by assuring that all participants are informed in writing that selling WIC foods is illegal and may result in suspension.
15. The Contractor shall make adjustments to the provision of services as necessary to ensure compliance with changes in the Federal Regulations governing the WIC Program or the CSFP that may occur during the period of the contract.
16. At the time each certification or voucher issuance appointment is made, the Contractor shall request that parents or guardians show a valid picture ID.
17. At the time the certification appointment is made, the Contractor shall request that parents or guardians bring immunizations records of children aged 24 months or younger.
- 17.1 At the time of WIC Program certification, the Contractor shall review immunization records of children aged 24 months or younger and record the immunization status in StarLINC, the WIC MIS system.
- 17.2 There shall be no loss of WIC Program benefits or required follow-up by the Contractor if the immunization records are not produced.
18. The contractor will assure that WIC staff ask every participant (pregnant, breastfeeding, and postpartum women) about tobacco use, assist those identified as using tobacco with awareness of the NH Tobacco Helpline, offer print materials for accessing NH Tobacco Helpline, create awareness of the referral

service QuitWorks-NH, and refer those that indicate they are ready to quit to QuitWorks-NH. Note that this is required starting in FY2014 for those contractors that have already been trained, and in FY2015 for those who have not yet received training.

CSFP Responsibilities:

19. CSFP commodity foods shall be requested and accepted only in such quantities as can and will be used in accordance with the rates and recommended period of utilization designated by the State. Commodities shall not be sold, exchanged or otherwise disposed of without the specific written consent of the State. However, commodities may be transferred between Contractors upon the authorization of the State if determined to be in the best interest of the CSF Program.
20. Adequate facilities and personnel shall be provided by the Contractor for the proper care, handling, storage and distribution of commodities to properly safeguard against theft, spoilage, and other loss in accordance with federal and State statutes and rules. Failure to provide such care will require full restitution to and as determined by the State.
21. Commodities found to be damaged or out of condition and determined to be unfit for human consumption by Federal, State or local health officers or by other competent persons, shall be disposed of only in accordance with instructions from the State.
22. All books and records pertaining to the receipt and use of commodities shall be kept for a period of three years from the close of the federal fiscal year to which they pertain.
23. The State and the US Department of Agriculture reserve the right to inspect commodities in storage, the facilities used for storing such commodities and all records and reports pertaining to the distribution of commodities at any reasonable time.

WIC & CSFP Administrative Responsibilities:

24. The Contractor shall maintain a competent and adequate level of staffing and strive to achieve the following WIC and BFPC recommended staffing levels. The ratio of the number of participants to staff allows for assurance that WIC services are being provided in a consistent manner statewide while meeting quality nutrition services standards. Professionally qualified and credentialed nutrition and breastfeeding staff assures that nutrition assessment and education and breastfeeding counseling is based on sound science and adheres to USDA nutrition and breastfeeding standards.
 - 24.1 A recommended ratio of 350-400 participants to one FTE staff person.
 - 24.2 A recommended ratio of 750-800 participants to one FTE nutritionist.
 - 24.3 The local agency shall have a registered dietitian (RD) on staff available for consultation on high risk participants. The agency may choose to meet this obligation by developing a written contract with a local community health center, hospital, or private practice for consultation services by a registered dietitian. Best practice is that the WIC nutrition coordinator is a registered dietitian.
 - 24.4 The local agency shall have a certified lactation counselor (CLC) on staff. As new breastfeeding coordinators are hired at the local agency, the applicant shall be a certified lactation counselor or attend a national training within 12 months to become a certified lactation counselor. Best practice

is that the WIC breastfeeding coordinator is an international board certified lactation consultant (IBCLC).

- 24.5 If the local agency serves a caseload of more than 4,000 participants monthly, the Nutrition Coordinator and Breastfeeding Coordinator shall not be the same individual.
25. The Contractor shall not attempt to access, alter, or otherwise modify networks, software, equipment, or data provided by the State for the purpose of delivering WIC or CSFP services without specific written approval from the State.
 - 25.1 The Contractor shall assure the physical security of all hardware, software and data used in the delivery of WIC services. This shall include secure storage when not in use or under visual control, use of password controls, and maintenance of insurance on all computer hardware, including portable equipment in transit to or at clinic sites.
26. The Contractor shall comply with a management evaluation every other year, and an agency self-evaluation using the ME tools and processes on the alternate years.
27. The Contractor shall notify the State about planned changes in key staff, clinic relocations, clinic closures, and other major changes in advance.
28. The Contractor shall conduct special projects as appropriate funding is received.
29. The Contractor shall complete and submit a quarterly time study of all WIC/CSFP staff utilizing forms and instructions provided by the State Agency.
30. The Contractor shall submit a report on their progress towards meeting performance measures every 6 months and a final report on the overall program goals and objectives at the end of the two-year contract period.

BFPC Responsibilities:

1. Per the US Department of Agriculture, Food and Nutrition Service, Loving Support Model for a Successful Peer Counseling Program,
 - 1.1. The Contractor shall provide Breastfeeding Peer Counseling services to all WIC-enrolled pregnant and breastfeeding women.
 - 1.2. The Contractor shall adhere to all rules promulgated by the U.S. Department of Agriculture governing the Breastfeeding Peer Counseling Program, as well as the New Hampshire Consolidated WIC/CSFP State Plan, the Policy and Procedure Manual, and the NH Administrative Rules.
2. The Contractor shall administer a breastfeeding peer counseling program that is consistent with the US Department of Agriculture Food and Nutrition Service Loving Support model.
 - 2.1 The Contractor shall assure adequate program support from local management.
 - 2.2 The appropriate definition of a peer counselor shall be:
 - 2.2.1 Must be a paraprofessional without extended professional training in health, nutrition, or the clinical management of breastfeeding, who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service.

- 2.2.2 Paraprofessionals provide specific tasks within breastfeeding practice, and assist professionals, but are not licensed or credentialed as health, nutrition, or lactation consultant professionals.
 - 2.2.3 Must be recruited and hired from the target population.
 - 2.2.4 Must be available to WIC clients outside usual clinic hours and outside the WIC clinic environment.
- 2.3 The Contractor shall have a designated breastfeeding peer counseling program manager or coordinator at the local level.
 - 2.4 The Coordinator shall have defined job parameters and job descriptions for peer counselors.
 - 2.5 The Contractor shall provide adequate compensation and reimbursement of peer counselors.
 - 2.6 The Contractor shall assure training of local peer counseling management and clinic staff includes use of:
 - 2.6.1 Loving Support Through Peer Counseling: A Journey Together for WIC Managers training curriculum and presentations, and
 - 2.6.2 Loving Support Through Peer Counseling: A Journey Together for WIC Peer Counselors training curriculum and presentations.
 - 2.7 The Contractor shall adhere to standardized breastfeeding peer counseling program policies and procedures at the local level as part of the agency nutrition education plan.
 - 2.8 The Contractor shall assure adequate supervision and monitoring of peer counselors.
 - 2.9 The Contractor shall establish community partnerships to enhance the effectiveness of the WIC peer counseling program.
3. The Contractor shall assure peer counselors have timely access to the breastfeeding coordinator and other lactation experts for assistance with problems outside of peer counselor scope of practice, regular and systematic contact with supervisor, participation in clinic staff meetings and breastfeeding in-services as part of the WIC team, and opportunities to meet regularly with other peer counselors.

I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the Healthy Eating and Physical Activity Section immediately for additional guidance.

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NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

WIC-CSFP-BFPC Services

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

CONTRACTOR NAME: Goodwin Community Health

**ADDRESS: 311 Route 108
Somersworth NH 03878**

**Executive Director: Janet Atkins
TELEPHONE: 603-332-4358**

Vendor #154703 B001

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

| Amount | Appropriation # | Job # | Funding Source | CFDA # | Federal Funds |
|-----------|-------------------------|----------|--|--------|---------------|
| \$114,470 | 010-090-5260-102-500734 | 90006001 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100% |
| \$30,230 | 010-090-5260-102-500734 | 90006002 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100% |
| \$502,720 | 010-090-5260-102-500734 | 90006003 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100% |
| \$153,098 | 010-090-5260-102-500734 | 90006004 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100% |
| \$61,136 | 010-090-5260-102-500734 | 90006041 | Special Supplemental Nutrition Program for Women, Infants, and Children (USDA) | 10.557 | 100% |
| \$11,512 | 010-090-5260-102-500734 | 90006007 | Commodity Supplemental Food Program (USDA) | 10.565 | 100% |
| \$48,238 | 010-090-5260-102-500734 | 90006022 | WIC Breastfeeding Peer Counseling Program (USDA) | 10.557 | 100% |

TOTAL: \$921,404

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

3. This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month up to an amount not greater than one-twelfth of the contract amount. Reimbursement greater than one-twelfth of the contract amount in any month shall require prior, written permission from the State.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Renewal:**

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

Goodwin Community From: **July 1, 2013** or date of G&C Approval, whichever is later To: **June 30, 2015**
 Contractor Name Health Period Covered by this Certification

Janet Atkins, Executive Director
 Name and Title of Authorized Contractor Representative

Janet Atkins 3-11-13
 Contractor Representative Signature Date

JA
 371-13

NH Department of Health and Human Services

Standard Exhibit F

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

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

Instructions for Certification

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

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

PRIMARY COVERED TRANSACTIONS

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

Lower Tier Covered Transactions

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

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

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

| | |
|---|---|
| <p><i>Jeanette Catkins</i> _____ Contractor Signature</p> | <p><i>Executive Director</i> _____ Contractor's Representative Title</p> |
| <p><i>Goodwin Community Health</i> _____ Contractor Name</p> | <p><i>3/1/13</i> _____ Date</p> |

JA
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NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Jeanette Atkins
Contractor Signature

Executive Director
Contractor's Representative Title

Goodwin Community Health
Contractor Name

3-11-13
Date

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

DIVISION OF PUBLIC HEALTH SERVICES
The State Agency Name

Goodwin Community Health
Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

Brook S. Dupre

~~LISA L. BUJNO, MSN, APRN~~

Name of Authorized Representative

Janet Atkins

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

Executive Director

Title of Authorized Representative

3/20/13

Date

3-11-13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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


(Contractor Representative Signature)

Janet Atkins, Executive Director
(Authorized Contractor Representative Name & Title)

Goodwin Community Health 3-11-13
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 780054164

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Goodwin Community Health is a New Hampshire nonprofit corporation formed August 18, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David Staples, DDS, of the Goodwin Community Health, do hereby certify that:

1. I am the duly elected Board Chair of the Goodwin Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Goodwin Community Health, duly held on February 20, 2013;

Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 11, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the Goodwin Community Health this 11 day of March, 2013.



David Staples, DDS, Board Chair

STATE OF NH
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 11 day of March, 2013 by David Staples, DDS.



Notary Public/Justice of the Peace
My Commission Expires: _____

SHERRYL ANN TRASK
NOTARY PUBLIC
NEW HAMPSHIRE
MY COMMISSION EXPIRES NOV. 19, 2013



Goodwin
Community Health

April 22, 2013

RE: Goodwin Community Health's (GCH) FY13 Financial Audit

To Whom It May Concern,

GCH's fiscal year runs from July 1st through June 30th. At this time I can estimate that GCH will have its financial audit for fiscal year 2013 completed by the end of November 2013. Once the audit has been reviewed and approved by our board of directors a copy will be forwarded to the Department of Health and Human Services.

If you have any further questions please do not hesitate to contact me at (603) 516-2549. Thank you.

Sincerely,

Erin Ross
Finance Director

**Goodwin Community Health
and Subsidiary**

Financial Report

June 30, 2012



Accessible
Approachable
Accountable

Independent Auditors' Report

Board of Directors
Goodwin Community Health
and Subsidiary
Somersworth, New Hampshire

We have audited the accompanying consolidated statements of financial position of Goodwin Community Health and Subsidiary (the Center), as of June 30, 2012 and 2011, and the related consolidated statements of activities, cash flows and functional expenses for the years then ended. These consolidated financial statements are the responsibility of the Center's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Goodwin Community Health and Subsidiary as of June 30, 2012 and 2011, and the consolidated changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements. The consolidating schedules on pages 18 through 20 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with 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.

Macpage LLC

Augusta, Maine
December 11, 2012

Macpage LLC

30 Long Creek Drive, South Portland, ME 04106-2437 | 207-774-5701 | 207-774-7835 fax | cpa@macpage.com
One Market Square, Augusta, ME 04330-4637 | 207-622-4766 | 207-622-6545 fax

macpage.com



Consolidated Statements of Financial Position

June 30,

| | 2012 | 2011 |
|---|---------------------|---------------------|
| ASSETS | | |
| Current Assets | | |
| Cash and cash equivalents (Notes 1 and 2) | \$ 299,585 | \$ 293,610 |
| Accounts receivable, net (Notes 1 and 3) | 343,099 | 1,257,639 |
| Grants receivable (Note 4) | 85,240 | 300,072 |
| Current portion of pledges receivable (Note 5) | 13,999 | 16,469 |
| Cost settlement receivable (Note 6) | 38,930 | 259,493 |
| Prepaid expenses | 8,000 | 17,720 |
| Total Current Assets | <u>788,853</u> | <u>2,145,003</u> |
| Property and Equipment, Net (Notes 1 and 7) | <u>6,785,398</u> | <u>7,264,105</u> |
| Other Assets | | |
| Goodwill (Note 1) | 17,582 | 17,582 |
| Pledges receivable, net of current portion (Note 5) | 12,281 | 14,281 |
| Security deposits | | 5,500 |
| Total Other Assets | <u>29,863</u> | <u>37,363</u> |
| Total Assets | <u>\$ 7,604,114</u> | <u>\$ 9,446,471</u> |
| LIABILITIES AND NET ASSETS | | |
| Current Liabilities | | |
| Accounts payable | \$ 385,167 | \$ 1,001,796 |
| Accrued expenses | 307,764 | 324,028 |
| Lines of credit (Note 8) | 330,280 | 367,380 |
| Current portion of long-term debt (Note 9) | 103,840 | 222,967 |
| Total Current Liabilities | <u>1,127,051</u> | <u>1,916,171</u> |
| Long-term Liabilities | | |
| Long-term debt, net of current portion (Note 9) | <u>1,062,605</u> | <u>1,158,691</u> |
| Total Long-term Liabilities | <u>1,062,605</u> | <u>1,158,691</u> |
| Total Liabilities | <u>2,189,656</u> | <u>3,074,862</u> |
| Net Assets | | |
| Unrestricted (Deficit) | (360,414) | 365,371 |
| Temporarily restricted (Note 11) | 5,774,872 | 6,006,238 |
| Total Net Assets | <u>5,414,458</u> | <u>6,371,609</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 7,604,114</u> | <u>\$ 9,446,471</u> |

Consolidated Statement of Activities

Year ended June 30, 2012

| | Unrestricted | Temporarily Restricted | Total |
|---|---------------------|---------------------------|---------------------|
| Operating Revenue and Support | | | |
| Net patient service revenue (Notes 1 and 10) | \$ 3,613,824 | | \$ 3,613,824 |
| Grants, contracts and contributions (Notes 1 and 12) | 2,111,052 | \$ 15,000 | 2,126,052 |
| WIC food vouchers (Note 16) | 1,458,911 | | 1,458,911 |
| Other | 29,042 | | 29,042 |
| | <u>7,212,829</u> | <u>15,000</u> | <u>7,227,829</u> |
| Net assets released from restrictions | 246,366 | (246,366) | |
| Total Operating Revenue and Support | <u>7,459,195</u> | <u>(231,366)</u> | <u>7,227,829</u> |
| Functional Expenses | | | |
| Program services | 6,841,087 | | 6,841,087 |
| Fundraising | 179,644 | | 179,644 |
| General and administrative | 1,266,168 | | 1,266,168 |
| | <u>8,286,899</u> | | <u>8,286,899</u> |
| Total Expenses | <u>8,286,899</u> | | <u>8,286,899</u> |
| Change in Net Assets from Operating Activities | <u>(827,704)</u> | <u>(231,366)</u> | <u>(1,059,070)</u> |
| Non-Operating Revenue and Support | | | |
| Gain on sale of property and equipment | 86,244 | | 86,244 |
| Rent income | 15,675 | | 15,675 |
| | <u>101,919</u> | | <u>101,919</u> |
| Change in Net Assets from Non-Operating Activities | <u>101,919</u> | | <u>101,919</u> |
| Total Change in Net Assets | <u>(725,785)</u> | <u>(231,366)</u> | <u>(957,151)</u> |
| Net Assets, Beginning of Year | <u>365,371</u> | <u>6,006,238</u> | <u>6,371,609</u> |
| Net Assets (Deficit), End of Year | <u>\$ (360,414)</u> | <u>\$ 5,774,872</u> | <u>\$ 5,414,458</u> |

Consolidated Statement of Activities - Continued

Year ended June 30, 2011

| | Unrestricted | Temporarily Restricted | Total |
|---|-------------------|---------------------------|---------------------|
| Operating Revenue and Support | | | |
| Net patient service revenue (Notes 1 and 10) | \$ 4,031,729 | | \$ 4,031,729 |
| Grants, contracts and contributions (Notes 1 and 12) | 2,466,464 | \$ 49,824 | 2,516,288 |
| WIC food vouchers (Note 16) | 1,146,383 | | 1,146,383 |
| Other | 66,322 | | 66,322 |
| | <u>7,710,898</u> | <u>49,824</u> | <u>7,760,722</u> |
| Net assets released from restrictions | 161,560 | (161,560) | |
| Total Operating Revenue and Support | <u>7,872,458</u> | <u>(111,736)</u> | <u>7,760,722</u> |
| Functional Expenses | | | |
| Program services | 6,951,345 | | 6,951,345 |
| Fundraising | 179,093 | | 179,093 |
| General and administrative | 1,258,568 | | 1,258,568 |
| | <u>8,389,006</u> | | <u>8,389,006</u> |
| Total Expenses | <u>8,389,006</u> | | <u>8,389,006</u> |
| Change in Net Assets from Operating Activities | (516,548) | (111,736) | (628,284) |
| Non-Operating Revenue and Support | | | |
| Grants for construction costs (Notes 1, 12 and 17) | | 4,973,786 | 4,973,786 |
| Grants for equipment purchases (Notes 1 and 12) | | 438,838 | 438,838 |
| Rent income | 10,688 | | 10,688 |
| | <u>10,688</u> | <u>5,412,624</u> | <u>5,423,312</u> |
| Change in Net Assets from Non-Operating Activities | <u>10,688</u> | <u>5,412,624</u> | <u>5,423,312</u> |
| Total Change in Net Assets | (505,860) | 5,300,888 | 4,795,028 |
| Net Assets, Beginning of Year | <u>871,231</u> | <u>705,350</u> | <u>1,576,581</u> |
| Net Assets, End of Year | <u>\$ 365,371</u> | <u>\$ 6,006,238</u> | <u>\$ 6,371,609</u> |

Consolidated Statements of Cash Flows

Years ended June 30,

| | 2012 | 2011 |
|--|-------------------|--------------------|
| Cash flows from operating activities: | | |
| Change in net assets | \$ (957,151) | \$ 4,795,028 |
| Adjustments to reconcile change in net assets to net cash flows from operating activities: | | |
| Depreciation | 274,120 | 122,636 |
| Gain on sale of property and equipment | (86,244) | |
| Bad debts | 361,889 | 424,677 |
| Grant proceeds restricted to construction of building | | (4,973,786) |
| Grant proceeds restricted to acquisition of equipment | | (438,838) |
| (Increase) decrease in operating assets: | | |
| Accounts receivable | 552,651 | (933,738) |
| Grants receivable | 214,832 | 89,373 |
| Pledges receivable | 4,470 | (22,470) |
| Cost settlement receivable | 220,563 | 104,938 |
| Prepaid expenses | 9,720 | 21 |
| Security deposits | 5,500 | 8,881 |
| Increase (decrease) in operating liabilities: | | |
| Accounts payable | (616,629) | 471,909 |
| Accrued expenses | (16,264) | (199,736) |
| Total adjustments | <u>924,608</u> | <u>(5,346,133)</u> |
| Net cash flows from operating activities | <u>(32,543)</u> | <u>(551,105)</u> |
| Cash flows from investing activities: | | |
| Expenditures for new building | | (4,973,786) |
| Proceeds from sale of property and equipment | 311,530 | |
| Purchases of equipment | <u>(20,699)</u> | <u>(454,763)</u> |
| Net cash flows from investing activities | <u>290,831</u> | <u>(5,428,549)</u> |
| Cash flows from financing activities: | | |
| Grant proceeds restricted to construction of building | | 4,973,786 |
| Grant proceeds restricted to acquisition of equipment | | 438,838 |
| Principal payments on capital leases | | (42,357) |
| Net payments on lines of credit | (37,100) | (1,720) |
| Proceeds from long-term debt | | 600,000 |
| Principal payments on long-term debt | <u>(215,213)</u> | <u>(22,659)</u> |
| Net cash flows from financing activities | <u>(252,313)</u> | <u>5,945,888</u> |
| Net change in cash and cash equivalents | <u>5,975</u> | <u>(33,766)</u> |
| Cash and cash equivalents, beginning of year | <u>293,610</u> | <u>327,376</u> |
| Cash and cash equivalents, end of year | <u>\$ 299,585</u> | <u>\$ 293,610</u> |
| Supplemental disclosure of cash flow information: | | |
| Interest paid during year | \$ 73,827 | \$ 25,169 |

Consolidated Statements of Functional Expenses

Years ended June 30,

| | 2012 | | | | 2011 | | | |
|---|---------------------|-------------------|----------------------------|---------------------|---------------------|-------------------|----------------------------|---------------------|
| | Program | Fundraising | General and Administrative | Total | Program | Fundraising | General and Administrative | Total |
| PERSONNEL | | | | | | | | |
| Salaries and wages | \$ 3,400,231 | \$ 123,114 | \$ 541,048 | \$ 4,064,393 | \$ 3,500,344 | \$ 117,361 | \$ 478,835 | \$ 4,096,540 |
| Payroll taxes and employee benefits (Note 14) | 633,694 | 27,240 | 350,633 | 1,011,567 | 585,916 | 16,747 | 460,597 | 1,063,260 |
| | <u>4,033,925</u> | <u>150,354</u> | <u>891,681</u> | <u>5,075,960</u> | <u>4,086,260</u> | <u>134,108</u> | <u>939,432</u> | <u>5,159,800</u> |
| OTHER | | | | | | | | |
| WIC food vouchers (Note 16) | 1,458,911 | | | 1,458,911 | 1,146,383 | | | 1,146,383 |
| Bad debts | 361,889 | | | 361,889 | 424,677 | | | 424,677 |
| Depreciation (Note 1) | 256,283 | | 17,837 | 274,120 | 109,635 | 3,125 | 9,876 | 122,636 |
| Equipment leases and supplies | 190,878 | 2,336 | 17,128 | 210,342 | 178,629 | 10,620 | 30,692 | 219,941 |
| Professional fees | 40,818 | 1,532 | 109,190 | 151,540 | 89,884 | 3,268 | 106,933 | 200,085 |
| Medical supplies | 100,897 | | | 100,897 | 153,029 | | | 153,029 |
| Rent (Note 14) | 14,340 | | 22,846 | 37,186 | 260,161 | 2,953 | 17,596 | 280,710 |
| Utilities | 50,548 | 3,045 | 23,706 | 77,299 | 69,202 | 2,934 | 9,003 | 81,139 |
| Repairs and maintenance | 49,165 | 2,834 | 22,274 | 74,273 | 57,726 | 2,549 | 18,573 | 78,848 |
| Interest | | | 73,827 | 73,827 | | | 25,169 | 25,169 |
| Insurance | 32,156 | | 22,735 | 54,891 | 58,607 | | 18,585 | 77,192 |
| Physician services | 52,275 | | | 52,275 | 75,791 | | | 75,791 |
| Lab and radiology fees | 49,795 | | 245 | 50,040 | 53,486 | | | 53,486 |
| Telephone and communications | 33,948 | | 5,540 | 39,488 | 41,554 | 1,652 | 5,201 | 48,407 |
| Postage and shipping | 25,481 | 342 | 12,183 | 38,006 | 43,656 | 1,625 | 1,582 | 46,863 |
| Office materials | 22,365 | 627 | 12,281 | 35,273 | 40,170 | 1,284 | 10,912 | 52,366 |
| Dues and subscriptions | 12,975 | 231 | 11,972 | 25,178 | 23,401 | 135 | 18,071 | 41,607 |
| Travel | 16,901 | 438 | 3,488 | 20,827 | 14,110 | 240 | 3,089 | 17,439 |
| Service charges | 9,950 | | 10,235 | 20,185 | 9,466 | | 29,206 | 38,672 |
| Advertising and promotion (Note 1) | 3,287 | 16,187 | 188 | 19,662 | 8,491 | 11,698 | 709 | 20,898 |
| Education and training | 13,703 | 393 | 3,915 | 18,011 | 6,865 | 179 | 3,724 | 10,768 |
| Real estate taxes | 9,621 | 592 | 4,589 | 14,802 | 5,592 | 344 | 2,667 | 8,603 |
| Printing | 976 | 733 | 308 | 2,017 | 162 | 2,723 | 1,612 | 4,497 |
| | <u>2,807,162</u> | <u>29,290</u> | <u>374,487</u> | <u>3,210,939</u> | <u>2,865,085</u> | <u>44,985</u> | <u>319,136</u> | <u>3,229,206</u> |
| | <u>\$ 6,841,087</u> | <u>\$ 179,644</u> | <u>\$ 1,266,168</u> | <u>\$ 8,286,999</u> | <u>\$ 6,951,345</u> | <u>\$ 179,093</u> | <u>\$ 1,258,568</u> | <u>\$ 8,389,006</u> |

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

Consolidating Schedule of Financial Position

June 30, 2012

| | Goodwin Community Health | Great Bay | Eliminations | Consolidated |
|--|--------------------------|------------------|---------------------|---------------------|
| ASSETS | | | | |
| Current Assets | | | | |
| Cash and cash equivalents | \$ 293,198 | \$ 6,387 | | \$ 299,585 |
| Accounts receivable, net | 362,704 | 66,340 | \$ (85,945) | 343,099 |
| Grants receivable | 85,240 | | | 85,240 |
| Current portion of pledges receivable | 13,999 | | | 13,999 |
| Cost settlement receivable | 38,930 | | | 38,930 |
| Prepaid expenses | 7,777 | 223 | | 8,000 |
| Total Current Assets | <u>801,848</u> | <u>72,950</u> | <u>(85,945)</u> | <u>788,853</u> |
| Property and Equipment, Net | 6,778,550 | 6,848 | | 6,785,398 |
| Other Assets | | | | |
| Goodwill | 45,000 | | (27,418) | 17,582 |
| Pledges receivable, net of current portion | 12,281 | | | 12,281 |
| Total Other Assets | <u>57,281</u> | | <u>(27,418)</u> | <u>29,863</u> |
| Total Assets | <u>\$ 7,637,679</u> | <u>\$ 79,798</u> | <u>\$ (113,363)</u> | <u>\$ 7,604,114</u> |
| LIABILITIES AND NET ASSETS | | | | |
| Current Liabilities | | | | |
| Accounts payable | \$ 378,261 | \$ 92,851 | \$ (85,945) | \$ 385,167 |
| Accrued expenses | 288,511 | 19,253 | | 307,764 |
| Lines of credit | 330,280 | | | 330,280 |
| Current portion of long-term debt | 98,074 | 5,766 | | 103,840 |
| Total Current Liabilities | <u>1,095,126</u> | <u>117,870</u> | <u>(85,945)</u> | <u>1,127,051</u> |
| Long-term Liabilities | | | | |
| Long-term debt, net of current portion | 1,037,241 | 25,364 | | 1,062,605 |
| Total Long-term Liabilities | <u>1,037,241</u> | <u>25,364</u> | | <u>1,062,605</u> |
| Total Liabilities | <u>2,132,367</u> | <u>143,234</u> | <u>(85,945)</u> | <u>2,189,656</u> |
| Net Assets | | | | |
| Unrestricted (Deficit) | (269,560) | (63,436) | (27,418) | (360,414) |
| Temporarily restricted | 5,774,872 | | | 5,774,872 |
| Total Net Assets | <u>5,505,312</u> | <u>(63,436)</u> | <u>(27,418)</u> | <u>5,414,458</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 7,637,679</u> | <u>\$ 79,798</u> | <u>\$ (113,363)</u> | <u>\$ 7,604,114</u> |

See independent auditors' report.

Consolidating Schedule of Activities of Unrestricted Net Assets

Year ended June 30, 2012

| | Unrestricted Goodwin Community Health | Unrestricted Great Bay | Eliminations | Total |
|--|--|---------------------------|--------------------|---------------------|
| Operating Revenue and Support | | | | |
| Net patient service revenue | \$ 3,090,924 | \$ 522,900 | | \$ 3,613,824 |
| Grants, contracts and contributions | 2,111,052 | | | 2,111,052 |
| WIC food vouchers | 1,458,911 | | | 1,458,911 |
| Other | 29,042 | | | 29,042 |
| | <u>6,689,929</u> | <u>522,900</u> | | <u>7,212,829</u> |
| Net assets released from restrictions | 246,366 | | | 246,366 |
| Total Operating Revenue and Support | <u>6,936,295</u> | <u>522,900</u> | | <u>7,459,195</u> |
| Functional Expenses | | | | |
| Program services | 6,357,874 | 530,229 | \$ (47,016) | 6,841,087 |
| Fundraising | 179,644 | | | 179,644 |
| General and administrative | 1,180,499 | 85,669 | | 1,266,168 |
| | <u>7,718,017</u> | <u>615,898</u> | <u>(47,016)</u> | <u>8,286,899</u> |
| Total Expenses | | | | |
| | <u>(781,722)</u> | <u>(92,998)</u> | <u>47,016</u> | <u>(827,704)</u> |
| Change in Unrestricted Net Assets from Operations | | | | |
| | | | | |
| Non-Operating Revenue and Support | | | | |
| Gain (loss) on sale of property and equipment | 112,164 | (25,920) | | 86,244 |
| Rent income | 62,691 | | (47,016) | 15,675 |
| | <u>174,855</u> | <u>(25,920)</u> | <u>(47,016)</u> | <u>101,919</u> |
| Change in Unrestricted Net Assets from Non-Operating Activities | | | | |
| | | | | |
| Total Change in Unrestricted Net Assets | <u>(606,867)</u> | <u>(118,918)</u> | | <u>(725,785)</u> |
| Unrestricted Net Assets, Beginning of Year | <u>337,307</u> | <u>55,482</u> | <u>(27,418)</u> | <u>365,371</u> |
| Unrestricted Net Assets (Deficit), End of Year | <u>\$ (269,560)</u> | <u>\$ (63,436)</u> | <u>\$ (27,418)</u> | <u>\$ (360,414)</u> |

See independent auditors' report.

Consolidating Schedule of Functional Expenses

Year ended June 30, 2012

| | Goodwin Community Health | | | Great Bay Mental Health Associates, Inc. | | | | |
|-------------------------------------|--------------------------|-------------------|----------------------------|--|------------------|-------------------|--------------------|---------------------|
| | Program | Fundraising | General and Administrative | Program | Administrative | Total | Eliminations | Consolidated |
| PERSONNEL | | | | | | | | |
| Salaries and wages | \$ 2,995,105 | \$ 123,114 | \$ 499,448 | \$ 405,126 | \$ 41,600 | \$ 446,726 | | \$ 4,064,393 |
| Payroll taxes and employee benefits | 598,194 | 27,240 | 344,242 | 35,500 | 6,391 | 41,891 | | 1,011,567 |
| | <u>3,593,299</u> | <u>150,354</u> | <u>843,690</u> | <u>440,626</u> | <u>47,991</u> | <u>488,617</u> | | <u>5,075,960</u> |
| OTHER | | | | | | | | |
| WIC food vouchers | 1,458,911 | | | | | | | 1,458,911 |
| Bad debts (recoveries) | 363,771 | | | (1,882) | | (1,882) | | 361,889 |
| Depreciation | 254,054 | | 17,537 | 2,229 | 300 | 2,529 | | 274,120 |
| Equipment leases and supplies | 188,947 | 2,336 | 16,937 | 1,931 | 191 | 2,122 | | 210,342 |
| Professional fees | 27,621 | 1,532 | 85,029 | 13,197 | 24,161 | 37,358 | | 151,540 |
| Medical supplies | 100,897 | | | | | | | 100,897 |
| Rent | 15,842 | | 18,345 | 45,514 | 4,501 | 50,015 | | 37,186 |
| Utilities | 49,485 | 3,045 | 23,601 | 1,063 | 105 | 1,168 | | 77,299 |
| Repairs and maintenance | 46,059 | 2,834 | 21,967 | 3,106 | 307 | 3,413 | | 74,273 |
| Interest | | | 72,206 | | 1,621 | 1,621 | | 73,827 |
| Insurance | 24,212 | | 18,999 | 7,944 | 3,736 | 11,680 | | 54,891 |
| Physician services | 52,275 | | | | | | | 52,275 |
| Lab and radiology fees | 49,795 | | 245 | | | | | 50,040 |
| Telephone and communications | 30,697 | | 5,218 | 3,251 | 322 | 3,573 | | 39,488 |
| Postage and shipping | 23,311 | 342 | 11,968 | 2,170 | 215 | 2,385 | | 38,006 |
| Office materials | 17,576 | 627 | 10,685 | 4,789 | 1,596 | 6,385 | | 35,273 |
| Dues and subscriptions | 12,975 | 231 | 11,972 | | | | | 25,178 |
| Travel | 16,808 | 438 | 3,479 | 93 | 9 | 102 | | 20,827 |
| Service charges | 5,140 | | 9,758 | 4,810 | 477 | 5,287 | | 20,185 |
| Advertising and promotion | 1,899 | 16,187 | 51 | 1,388 | 137 | 1,525 | | 19,662 |
| Education and training | 13,703 | 393 | 3,915 | | | | | 18,011 |
| Real estate taxes | 9,621 | 592 | 4,589 | | | | | 14,802 |
| Printing | 976 | 733 | 308 | | | 2,017 | | 2,017 |
| | <u>2,764,575</u> | <u>29,290</u> | <u>336,809</u> | <u>89,603</u> | <u>37,678</u> | <u>127,281</u> | <u>(47,016)</u> | <u>3,210,939</u> |
| | <u>\$ 6,357,874</u> | <u>\$ 179,644</u> | <u>\$ 1,180,499</u> | <u>\$ 530,229</u> | <u>\$ 85,669</u> | <u>\$ 615,898</u> | <u>\$ (47,016)</u> | <u>\$ 8,286,899</u> |

A decorative border featuring stylized black and white floral and leaf patterns surrounds the central text area.

Goodwin Community Health

Mission

*To provide integrated,
comprehensive, quality healthcare,
serving all in our community,
payment for which is based on ability to pay.*

Board Approved on 2-20-2013

Goodwin Community Health

| Name | Occupation |
|---|--|
| <u>Chair</u> David B. Staples, DDS | Dentist Consumer |
| <u>Vice Chair</u> Valerie Goodwin | Business |
| <u>Board Treasurer</u> Mark Boulanger | CPA |
| <u>Board Secretary:</u> Kelley LaRue | Design Consultant Consumer |
| | |
| Board Members | |
| Jane Wright | Certified Hemodialysis Technician Consumer |
| Pamela Bertram, MD | Physician |
| Robert F. Kraunz, MD | Retired Physician |
| Timothy Beaupre, Esq. | Attorney |
| Laurie A. Biracree | Yoga Instructor Consumer |
| Allison Neal | Education Consultant Consumer |
| Robert G. Fullerton | Retired Airline Pilot |
| Marissa Ruffini | Music Therapist Consumer |
| Hilton Kelly | Financial Advisor Consumer |

KEY ADMINISTRATIVE PERSONNEL

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

Agency Name:

Goodwin Community Health

Name of Bureau/Section:

Healthy Eating and Physical Activity

| BUDGET PERIOD: | SFY 14 | 7/1/2013 - 6/30/2014 | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary Of Key Administrative Personnel | Percentage of Salary Paid By Contract | Total Salary Amount Paid By Contract |
| Janet Atkins, Executive Director | \$107,640 | 0.00% | \$0.00 |
| Erin Ross, Finance Director | \$74,672 | 0.00% | \$0.00 |
| Carol Garlough, WIC & Operations Director | \$76,606 | 12.50% | \$9,675.80 |
| Riona Carr, WIC Manager | \$39,520 | 100.00% | \$39,520.00 |
| Sherry Trask, HR & Administration Director | \$68,307 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$49,095.80 |

| BUDGET PERIOD: | SFY 15 | 7/1/2014 - 6/30/2015 | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary Of Key Administrative Personnel | Percentage of Salary Paid By Contract | Total Salary Amount Paid By Contract |
| Janet Atkins, Executive Director | \$107,640 | 0.00% | \$0.00 |
| Erin Ross, Finance Director | \$74,672 | 0.00% | \$0.00 |
| Carol Garlough, WIC & Operations Director | \$76,606 | 12.50% | \$9,675.80 |
| Riona Carr, WIC Manager | \$39,520 | 100.00% | \$39,520.00 |
| Sherry Trask, HR & Administration Director | \$68,307 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$49,095.80 |

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

JANET M. ATKINS
311 Route 108
Somersworth, NH 03878

Jlaatsch@GoodwinCH.org

603-516-2550

Objective: To utilize my leadership skills to create a dynamic, sustainable non-profit organization.

WORK EXPERIENCE:

Goodwin Community Health (GCH)

Somersworth, NH

2001-Present

Executive Director

2005-Present

Accomplishments:

- Successfully retained all Directors and Physicians
- Built relationships with donors, foundations, local and state representatives and other non-profit and for-profit organizations
- Retention of an active Board of Directors
- Improvement of patient outcomes
- Successfully implemented mental health integration program
- Successfully acquired a for-profit mental health organization
- Developed a new partnership with Noble High School
- Developed a new partnership with Southeastern NH Services
- Obtained new grant funding of over \$7.0 million
- Expansion of donor base
- Development of a corporate compliance program
- Merged the public health and safety council under AGCHC

Responsibilities:

- Oversight of operations, finance, personnel and fund development
- Grant writing and donor development
- New business development
- Compliance with all federal and state regulations
- Build relationships and partnerships locally and statewide
- Strategic planning
- Report directly to the Board of Directors

Finance Director

2002-2005

Accomplishments:

- Brought in over \$3.0 million in grant funds for the organization
- Obtained Federally Qualified Health Center status in 2004
- Designed and implemented a successful new dental program
- Achieved a financial surplus annually

Responsibilities:

- Responsible for all financial transactions, billing, collections, patient accounts
- Strategic planning as it relates to capital funding
- Budget development, cost/benefit analysis of existing programs and potential new programs
- Development and implementation of an annual development plan
- Research, write, submit and provide follow-up reports for grant funds

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.
- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004

Administrative Assistant to Medical Director

Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004

Billing Associate

Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002

Billing Associate

Automated Medical Systems

Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

Work Experience

October 1998 – May 2002

Building Manager

Memorial Union Building – UNH

Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

Erin E. Ross
311 Route 108
Somersworth, NH 03878
Email Address: eross@goodwinch.org
(603) 516-2549

Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills.

Education

September 1998 – May 2002 **Bachelor of Science in Health Management & Policy**
University of New Hampshire
Durham, New Hampshire 03824

Related Experience

July 2011 – Present **Finance Director**
Goodwin Community Health

- Responsible for financial oversight of center to include supervision of accountant, bookkeeper, billing department and all clinical administrative staff.
- Assist Executive Director in budgeting process each fiscal year for center.
- Generate and assist with financial aspects of all center grants received.
- Complete on an as needed basis finance analysis's of various agency programs.
- Participate in agency fiscal audit at the end of each fiscal year.
- Member of Board of Directors level Finance Committee

August 2009- Present **Chief Executive Officer**
Great Bay Mental Health Associates, Inc

- Responsible for all operations of private, for-profit mental health practice.
- Recruit both professional and administrative staff as needed for practice.
- Develop and implement policies and procedures as needed for practice.

August 2006 – June 2011 **Service Expansion Director**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – August 2006 **Site Manager, Dover Location & Front Office Manager**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.
- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – January 2010 **Dental Coordinator**
Avis Goodwin Community Health Center

• Oversee human resource functions of the organization
Grant Writer/Per Diem Nurse **2001-2002**

**Grant Writing Services,
N. Hampton, NH
Sole Proprietor** **1999-2001**

Accomplishments:

- Successfully researched and submitted grants for health and educational organizations totaling over \$150k

Responsibilities:

- Research private, industry, state and federal funds for non-profit organizations

North Shore Medical Center (Partners Health Care) **1991-1999**
Salem, MA

**Acting Chief Operations Officer for the
North Shore Community Health Center** **1997-1999**

Accomplishments:

- Successfully submitted their competitive Federal grant and other state grants
- Recruited a medical director and re-negotiated existing provider contracts to include productivity standards
- Re-designed operations to improve productivity
- Incorporated the hospital's medical residency program into the Health Center
- Achieved a financial surplus for the first time in five years
- Developed a quality improvement program and framework

Responsibilities:

- Placed at the Health Center by the North Shore Medical Center to revamp operations and improve the cash flow for the organization
- Reported directly to the Board of Directors

EDUCATION:

University of New Hampshire: M.B.A.
Durham, N.H. Concentration in Finance **1991**
Northern Michigan University: B.S.N.
Marquette, M.I. Minor in Biology **1981**

LICENSES/CERTIFICATES:

Real Estate Broker
N.H. Nursing License

PROFESSIONAL:

Member of the National Association of Community Health Centers
Previous Board member of the United Way of the Greater Seacoast
Treasurer for the Health and Safety Council of Strafford County
Board member of the Community Health Network Access (CHAN)
Board member of the Rochester Rotary, slotted for President in 2011

Carol Ann Garlough
311 Route 108
Somersworth, NH 03878
(603) 516-2543

Education

Bachelor of Arts
Home Economics Education
Mt. St. Mary College
Hooksett, N.H. 03106
Extra Curricular Activities: President of the Junior and Senior Class, Business Manager of the Yearbook.

Additional Courses Taken: Statistics, Accounting II, Computer Programming, Algebra, Novell Networks & Lotus 1-2-3.

Employment

1980 – present
Goodwin Community Health
311 Route 108
Somersworth, N.H. 03878
1980 - 1981 Nutrition Educator
1982 - present WIC Director
2005 - present Operations Director

1979 – 1980
University of New Hampshire
Cooperative Extension Services
Expanded Food and Nutrition Education Program
Program Assistant

1977 -1978
Raymond High School
Raymond, N.H. 03077
Home Economics Teacher

Affiliations

Rochester Catholic School Board 1988 -1994
Vice-Chair 1991-1993
Chairperson 1993-1994
Fundraising Chairperson 1989-1990

Friends of Rochester Catholic 500 Club
Treasurer 1986 – 1989

N.H. WIC Directors Association 1982 – present
Chairperson 1990-1995, 2002 -2006
Treasurer 1985 – 1989
Conference Chairperson 1995, 1997 & 2002

National WIC Association 1989 – present
Local Agency Steering Committee 2000- 2002

Strafford County Community Action Committee
Board of Directors 2007 - present

Riona A. Corr

Somersworth, NH 03878 · cell (603) 994-6367

rcorr@GoodwinCH.org

EDUCATION

Bachelor of Science in Nutrition and Dietetics, Minor in Science

Marywood University, College of Health and Human Services, Scranton, PA (May 2010)

Masters of Science in Nutrition and Health Promotion, Certification in Sports Nutrition

Simmons College, School of Nursing and Health Sciences, Boston, MA (Current Student)

WORK EXPERIENCE

WIC Supervisor

Goodwin Community Health, WIC Program, Somersworth, NH (October 2012-Present)

- Responsible for the daily operation of WIC and CSFP Programs
- Assist in the hiring and firing of WIC clerical support staff
- Aid in the development of the WIC/CSFP work plan
- Responsible for scheduling and operation of WIC/CSFP
- Perform clinic procedures as necessary including health station (height & weight) intake, voucher, BF and nutrition station.
- Maintain StarLinc problem file and notify State Agency regarding issues
- Responsible for all WIC materials, including inventory and security.
- Maintain WIC computer hardware and software.
- Attend WIC Nutritionists' meetings at State Agency and schedule and coordinate GCH Nutritionist meetings
- Attend GCH middle management meetings.
- Provide referral information for applicants.

Clinic Nutritionist

Southern New Hampshire Services, INC., WIC Clinic, Manchester, NH (November 2010-October 2012)

- Complete nutrition assessment for participants by determining certification reason based on risk
- Provide nutrition counseling and education for clients
- Collect hematological and anthropometric data for each participant
- Provide customer services in the appropriate area for each participant
- Refer clients to appropriate community and state programs
- Communicate effectively with Lead Nutritionist and Nutrition Coordinator

Volleyball Coach

Great Bay Volleyball Association, Rochester, NH (December 2010-Present)

- Coach/teach and demonstrate volleyball for 18 and under age groups

Bartender/Shift Leader

Blue Latitudes Restaurant, Dover, NH (June 2006-Present)

- Open/close restaurant as shift leader and responsible for cash flow and daily register amounts
- Attend to customer service and wait staff concerns and suggestions first hand

High Volume Bartender, Nationwide (Per Diem)

Attend to thousands of customers while maintaining professionalism and positive attitude

- Broken Spoke Saloon, New Hampshire (2012)
- Mountainfest, West Virginia (2012)
- Bikefest, Maryland (2012)

Shift Leader, Bartender, Beverage Cart, Restaurant Server, Function Server

The Oaks Golf Links, Somersworth, NH (January 2004-December 2009)

- *Shift Leader*: Opened/closed restaurant, responsible for cash flow and daily register amounts, attended to customer and wait staff concerns, communicated to managers about daily service
- *Bartender and Server*: Attended to customer service needs pertaining to food and drinks, as well as wait staff drink service
- *Beverage Cart*: Served 18 holes of golf promptly, consecutively and repeatedly

FIELD EXPERIENCE

Supervised Practice

ND 391, Food Systems Management I, Marywood University, *The Jewish Home of Eastern Pennsylvania* (2008)

- Attended to customer service pertaining to correct diet and food assistance to kosher geriatric patients

- Worked alongside Diet Aides, Diet Techs, and Director of facility
- Learned Geri Menu for patients
- Presented an in-service to all staff

ND 392, Community Nutrition Course, Marywood University (2008)

- Offered nutrition education presentations to multiple senior citizen centers and elementary schools in the Scranton, Pennsylvania area
- Presented interactive nutrition education information displays
- Successfully proposed and received a grant for NEDA Diabetes Taste-In

RESEARCH EXPERIENCE

Research

Undergraduate Research Forum, Marywood University (2009)

Ciccarelli, M., Corr, R., Waldron, A., McKee, K. The Relationship of Caffeine's Effect on Study Hours among Undergraduate Students at Marywood University. Marywood University, 2009

- Researched and presented a professional research poster presentation at Marywood University's Undergraduate Research Forum pertaining to nutrition and dietetics research studies

VOLUNTEER EXPERIENCE

Volunteer

Nutritionist, "WE CAN Project", Manchester NH (February 2011)

- Volunteered to assist with nutrition education, cooking demonstrations and answering health related questions for low-income families at the local Boys and Girls Club

Volleyball Coach, Saint Thomas Aquinas High School, Dover, NH (2010 Season)

- Volunteered to teach and demonstrate high school level volleyball ages 14-18 (all participating levels)
- Managed scoreboard and libero tracking at organized events

St. Francis of Assisi Soup Kitchen, Scranton, PA (2009)

- Volunteered in arranging dining hall, preparation of food, serving of food, and cleaning up kitchen and dining hall

Kids Club, Marywood University (2006-2008)

- Created decorations and murals for Kids Club event and set up game tables, activities, and food tables
- Volunteered as "big sister" for under privileged children and escorted through event

ADDITIONAL ACTIVITIES

Sports

Volleyball, Marywood University, Scranton PA (2006-2009)

- Participated in four years of NCAA volleyball
- Obtained leadership role as captain in 2008-2009 seasons
- Second person in Marywood's history to reach the 1000+ Assists Club
- Succeeded in organizing and fundraising team events as well as volunteer work
- Responsible for reporting team's concerns and dealt with personal conflicts of team members

CERTIFICATIONS, CONTINUING EDUCATION & ACQUIRED SKILLS

Certification:

TIPS Certified, Maryland (September 2012)

CDC, Using WHO growth charts in the United States among children birth to 2 years (June 2012)

IMPACT Certified (Jan 2011)

Nonviolent Crisis Intervention (Jan 2011)

Loving Support through Peer Counseling (Nov 2010)

Continuing Education:

Motivational Interviewing in Health Care, (December 2011)

DHHS Substance Abuse Conference, "Helping Professionals to Help Families around Tobacco, Alcohol and Other Drug Use", (October 2011)

New Hampshire Breastfeeding Task Force Conference, (May 2012, May 2011)

American Dietetic Association, FNCE- Denver, CO (Nov 2009)

Sherry Trask

311 Route 108

Somersworth, New Hampshire 03820

(603) 516-2570

EDUCATION: Associate of Science Degree (Medical Assisting) Certificate in Medical Records Management, Certificate in Medical Transcription

HIGHLIGHTS OF QUALIFICATIONS

- Well organized with the ability to prioritize, delegate, and control work flows.
- High level of creative energy, combined with strong organizational skills.
- Reliable, responsible, and efficient.
- Able to work independently and as a cooperative team member.
- Consistently earned outstanding performance evaluations.

PROFESSIONAL EXPERIENCE

MANAGEMENT: Maintained effective and efficient customer relations, maintained and controlled procedure of workflow, acted as liaison between sales, operations, and customers.

TROUBLE SHOOTING: Effectively handled customer complaint's in a hectic business office by being sensitive to client's immediate needs and efficiently clearing up the problem whenever possible.

CLIENT SCREENING AND CLIENT RELATIONS: Assessed client's need for information, offered reassurance when needed, and provided detailed description of services available.

OFFICE ADMINISTRATION: Transcription, 7 years in office and at home (specialty- psychiatry) Accounts Payable, Accounts Receivable, Payroll, Marketing, Explanation of Benefits, Customer Service, Billing, Calculation and Explanation of Fee Sets, Fee Collection, Past Fee Collections, Data Entry of CRF's, Knowledge of Insurance benefits, Multiple Computer Software Programs, Maintained Filing System, Typing 70wpm

WORK EXPERIENCE

- Goodwin Community Health –
 - Director of Human Resources and Administration 09/11 to present
 - Director of Administration 9/08 to 09/11
 - Executive Assistant / Site manager 9/03 to 09/08
- Behavioral Health Services 2/96 to 9/03
 - Administrative Assistant (OWC) to SR.
 - Administrative Assistant (101)
 - Rochester, New Hampshire 03867
- Portsmouth Visiting Nurses – Private Duty Billing Clerk 8/94 to 5/95
 - Portsmouth, New Hampshire 03801
- The Center for Eating Disorders – Assistant Office Manager 8/90 to 8/94
 - Portsmouth, New Hampshire 03801
- Paul F. Maloney, DDS – Office Assistant 8/93 to 8/94
 - Dover, New Hampshire 03820
- Shields Brokerage – Customer Service Supervisor 7/87 to 5/92
 - Exeter, New Hampshire 03833
- Federal Savings Bank – Bookkeeping Assistant 7/82 to 7/87
 - Dover, New Hampshire 03820

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

Bidder/Program Name: Goodwin Community Health

Bureau of Population Health & Community

Budget Request for: Services
(Name of RFP)

Budget Period: SFY 2014

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|---------------------|----------------------|--|
| 1. Total Salary/Wages | \$ 329,702.10 | \$ 8,582.60 | \$ 338,284.70 | Actual budgeted hours based on individual staff 20% benefit rate |
| 2. Employee Benefits | \$ 65,120.86 | \$ 1,716.52 | \$ 66,837.38 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ 2,900.00 | \$ - | \$ 2,900.00 | |
| Office | \$ 5,800.00 | \$ - | \$ 5,800.00 | |
| 6. Travel | \$ 7,500.00 | \$ - | \$ 7,500.00 | |
| 7. Occupancy | \$ 6,600.00 | \$ 14,979.92 | \$ 21,579.92 | based on square footage of space |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ 3,000.00 | \$ - | \$ 3,000.00 | |
| Postage | \$ 2,000.00 | \$ - | \$ 2,000.00 | |
| Subscriptions | \$ 150.00 | \$ - | \$ 150.00 | |
| Audit and Legal | \$ 6,000.00 | \$ - | \$ 6,000.00 | |
| Insurance | \$ 5,000.00 | \$ - | \$ 5,000.00 | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ 1,800.00 | \$ - | \$ 1,800.00 | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 435,572.96 | \$ 25,279.04 | \$ 460,852.00 | |

Indirect As A Percent of Direct 5.8%

For DPHS use only

| | |
|---|---------------|
| Maximum Funds Available - (DPHS program to enter total funds available) | \$ 460,852.00 |
| Reconciliation - (this line must be equal to or greater than \$0) | \$ 0.00 |

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

Bidder/Program Name: Goodwin Community Health

Bureau of Population Health & Community
Budget Request for: Services
(Name of RFP)

Budget Period: SFY 2015

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|---------------------|----------------------|--|
| 1. Total Salary/Wages | \$ 304,123.30 | \$ 8,582.60 | \$ 312,705.90 | Actual budgeted hours based on individual staff 20% benefit rate |
| 2. Employee Benefits | \$ 60,824.66 | \$ 1,716.52 | \$ 62,541.18 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ 2,900.00 | \$ - | \$ 2,900.00 | |
| Office | \$ 5,800.00 | \$ - | \$ 5,800.00 | |
| 6. Travel | \$ 7,500.00 | \$ - | \$ 7,500.00 | |
| 7. Occupancy | \$ 6,600.00 | \$ 14,979.92 | \$ 21,579.92 | based on square footage of space |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ 3,000.00 | \$ - | \$ 3,000.00 | |
| Postage | \$ 2,000.00 | \$ - | \$ 2,000.00 | |
| Subscriptions | \$ 150.00 | \$ - | \$ 150.00 | |
| Audit and Legal | \$ 6,000.00 | \$ - | \$ 6,000.00 | |
| Insurance | \$ 5,000.00 | \$ - | \$ 5,000.00 | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ 1,500.00 | \$ - | \$ 1,500.00 | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 405,397.96 | \$ 25,279.04 | \$ 430,677.00 | |

Indirect As A Percent of Direct

6.2%

For DPHS use only

| | |
|---|---------------|
| Maximum Funds Available - (DPHS program to enter total funds available) | \$ 430,677.00 |
| Reconciliation - (this line must be equal to or greater than \$0) | \$ 0.00 |