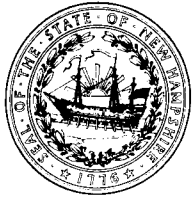


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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

January 8, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy and Performance, and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to amend agreements with 12 vendors by increasing the total price limitation by \$288,000 from \$5,078,864 to \$5,366,864 to provide regional public health emergency preparedness and substance misuse prevention services, to be effective the date of Governor and Council approval through June 30, 2015. Funds are 100% Federal.

Nine of these agreements were originally approved by Governor and Council on June 19, 2013, (Item #s 95, 96, 97, 98, 99, 100, 102, 103 104B), and three of these agreements were originally approved by Governor and Council on July 10, 2013, (Item # 101), July 24, 2013 (Item #27B), and September 4, 2013 (Item #54).

Summary of contracted amounts by vendor:

Vendor	Location of Vendor	Current Modified Budget	SFY 2015 Budget Increase Amount	Revised Modified Budget
Carroll County Coalition for Public Health	Ctr. Ossipee, NH	\$303,032	✓ \$25,000	\$328,032
Cheshire County	Keene, NH	\$320,236	✓ \$22,000	\$342,236
City of Nashua, Div of PH & Community Svcs	Nashua, NH	\$614,960	✓ \$25,000	\$639,960
Goodwin Community Health	Somersworth, NH	\$334,092	✓ \$18,000	\$352,092
✓ Granite United Way	Concord, NH	\$321,138	✓ \$25,000	\$346,138
✓ Lakes Region Partnership for Public Health <i>W.C.</i>	Laconia, NH	\$309,486	✓ \$25,000	\$334,486
Manchester Health Dept.	Manchester, NH	\$915,560	✓ \$25,000	\$940,560
Mary Hitchcock Mem Hsp dba Dartmouth Hitchcock	Lebanon, NH	\$296,602	✓ \$25,000	\$321,602
Mid-State Health Center	Plymouth, NH	\$303,760	✓ \$23,000	\$326,760
North County Health Consortium	Littleton, NH	\$452,760	✓ \$25,000	\$477,760
✓ Sullivan County <i>W.C. memo</i>	Newport, NH	\$302,010	✓ \$25,000	\$327,010
Town of Derry	Derry, NH	\$302,326	✓ \$25,000	\$327,326
Town of Exeter	Exeter, NH	\$302,902	\$0	\$302,902
TOTAL		\$5,078,864	\$288,000	\$5,366,864

Funds to support this request are available in the following accounts for SFY 2015, with authority to adjust amounts within the price limitation without further approval from Governor and Executive Council.

05-95-90-901510-5398 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, EMERGENCY RESPONSE

05-95-90-903010-7966 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, PUBLIC HEALTH LABORATORIES

05-95-90-901010-5362 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, POLICY AND PERFORMANCE

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, CLINICAL SERVICES

See attachment for financial details

EXPLANATION

This requested action seeks approval of 12 agreements that represent \$288,000 to be spent statewide to continue regional public health emergency preparedness and substance misuse prevention services. In the interest of efficiency, the contract amendments are being bundled as they are providing the same services. Because of the size of the resulting Governor and Council submission, the copies provided are abbreviated in the interest of saving resources. The Councilors and the public can view the entire submission package on the Secretary of State's website.

The Division of Public Health Services is providing funding for the development of Community Health Improvement Plans that are aligned with the priorities established in the State Health Improvement Plan published in 2013. Each contractor will work with members of their respective Regional Public Health Advisory Council, which were established under the original contracts, to develop regional goals and objectives to improve the health of their communities. This work will result in a coordinated and focused effort among regional partners to implement complementary activities to address key health problems.

The Bureau of Drug and Alcohol Services, Division of Community Based Care Services is providing funding to convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup to educate members of the Regional Public Health Advisory Council on the impacts of substance use disorders. This work is intended to continue in the next biennium with the development of Resiliency and Recovery Oriented System of Care across the continuum of prevention, treatment, and recovery in each of the designated public health regions.

All vendors were offered \$10,000 for Community Health Improvement Planning activities and \$15,000 for Substance Disorder and Resiliency and Recovery Oriented Systems activities, for a total of \$25,000 to each vendor. However, the Town of Exeter chose not to accept the funds and instead the Department contracted with the United Way of Greater Seacoast, which was approved at the January 14, 2015 Governor and Council meeting, and Mid-State Health Center requested \$2,000 less than the \$25,000 available. In addition, in this same item, the Department is reducing funding that was dedicated to planning to receive evacuees in the event of a radiological emergency related to the Seabrook Station in Goodwin Community Health's contract by \$7,000, and Cheshire County's contract by \$3,000. The Department has modified its response plan in these two areas, eliminating the need for the specific planning that was originally funded.

Should Governor and Executive Council not authorize this Request, both public health and substance misuse services will be less coordinated and comprehensive in the thirteen public health regions. Developing a strong, regionally-based infrastructure to convene, coordinate, and facilitate an improved systems-based approach to addressing these health issues will, over time, reduce costs, improve health outcomes, and reduce health disparities.

The original contracts were awarded to the Regional Public Health Network agencies through a competitive bid process. The bid scoring summary is attached.

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

Community Health Improvement Planning

- Completion and approved work plan within one month of the approved contract.
- Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

Substance Use Disorders and Resiliency and Recovery Oriented Systems of Care

- Completion and approved work plan within one month of the approved contract.
- Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
- Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
- Number of, content and attendance of the following:
 - Educational meetings related to the impact of substance use disorders;
 - Resource sharing meetings related to substance use disorders;
 - Educational meeting on Resiliency and Recovery Oriented System of Care;
 - Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".


- Convene Public Health Advisory Committee and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
- Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

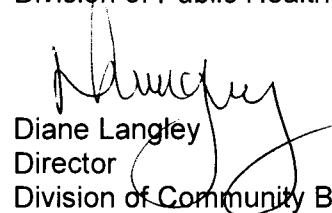
Area served: Statewide.

Source of Funds: 100% Federal Funds from US Centers for Disease Control and Prevention and the Substance Abuse and Mental Health Services Administration.

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

Respectfully submitted,


José Thier Montero, MD, MHCDS
Director
Division of Public Health Services


Diane Langley
Director
Division of Community Based Care Services

Approved by: 
Nicholas A. Toumpas
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

**05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS
85.45% Federal Funds and 14.55% General Funds**

Carroll County Coalition for Public Health, Vendor # 175290-R001

PO # 1032193

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	76,000	-	76,000
SFY 2015	102-500731	Contracts for Prog Svc	90077021	76,000	-	76,000
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	152,000	-	152,000

Cheshire County, Vendor # 177372-B001

PO # 1032189

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	61,738	-	61,738
SFY 2015	102-500731	Contracts for Prog Svc	90077021	61,738	-	61,738
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	123,476	-	123,476

City of Nashua, Div of Public Health & Community Svcs, Vendor # 177447-B011

PO # 1032021

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	190,100	-	190,100
SFY 2015	102-500731	Contracts for Prog Svc	90077021	190,100	-	190,100
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	380,200	-	380,200

Goodwin Community Health, Vendor # 154703-B001

PO # 1032193

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	50,366	-	50,366
SFY 2015	102-500731	Contracts for Prog Svc	90077021	50,366	-	50,366
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	100,732	-	100,732

Granite United Way, Vendor # 160015-B001

PO # 1031488

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	74,939	-	74,939
SFY 2015	102-500731	Contracts for Prog Svc	90077021	74,939	-	74,939
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	149,878	-	149,878

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

Lakes Region Partnership for Public Health, Vendor # 165635-B001

PO # 1031728

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	78,863	-	78,863
SFY 2015	102-500731	Contracts for Prog Svc	90077021	78,863	-	78,863
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	157,726	-	157,726

Manchester Health Department, Vendor # 177433-B009

PO # 1031457

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	332,755	-	332,755
SFY 2015	102-500731	Contracts for Prog Svc	90077021	332,755	-	332,755
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	665,510	-	665,510

Mary Hitchcock Memorial Hsp dba Dartmouth Hitchcock, Vendor # 177160-B003

PO # 1033195

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	76,000	-	76,000
SFY 2015	102-500731	Contracts for Prog Svc	90077021	76,000	-	76,000
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	152,000	-	152,000

Mid-State Health Center, Vendor # 158055-B001

PO # 1031525

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	76,000	-	76,000
SFY 2015	102-500731	Contracts for Prog Svc	90077021	76,000	-	76,000
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	152,000	-	152,000

North County Health Consortium, Vendor # 158557-B001

PO # 1032167

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	150,500	-	150,500
SFY 2015	102-500731	Contracts for Prog Svc	90077021	150,500	-	150,500
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	301,000	-	301,000

Sullivan County, Vendor # 177482-B004

PO # 1032408

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	76,000	-	76,000
SFY 2015	102-500731	Contracts for Prog Svc	90077021	76,000	-	76,000
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	152,000	-	152,000

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

Town of Derry, Vendor # 177379-B003

PO # 1032192

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	51,983	-	51,983
SFY 2015	102-500731	Contracts for Prog Svc	90077021	51,983	-	51,983
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	103,966	-	103,966

Town of Exeter, Vendor # 177386-B001

PO # 1031468

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077021	52,271	-	52,271
SFY 2015	102-500731	Contracts for Prog Svc	90077021	52,271	-	52,271
SFY 2016	102-500731	Contracts for Prog Svc	90077021	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077021	-	-	-
			Sub-Total	104,542	-	104,542
			SUB TOTAL	2,695,030	-	2,695,030

**05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS
100% Federal Funds**

Cheshire County, Vendor # 177372-B001

PO # 1032189

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077026	20,000	-	20,000
SFY 2015	102-500731	Contracts for Prog Svc	90077026	20,000	-	20,000
SFY 2016	102-500731	Contracts for Prog Svc	90077026	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077026	-	-	-
			Sub-Total	40,000	-	40,000

City of Nashua, Div of Public Health & Community Svcs, Vendor # 177447-B011

PO # 1032021

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077026	52,000	-	52,000
SFY 2015	102-500731	Contracts for Prog Svc	90077026	52,000	-	52,000
SFY 2016	102-500731	Contracts for Prog Svc	90077026	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077026	-	-	-
			Sub-Total	104,000	-	104,000

Goodwin Community Health, Vendor # 154703-B001

PO # 1032193

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077026	33,800	-	33,800
SFY 2015	102-500731	Contracts for Prog Svc	90077026	33,800	-	33,800
SFY 2016	102-500731	Contracts for Prog Svc	90077026	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077026	-	-	-
			Sub-Total	67,600	-	67,600

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

Granite United Way, Vendor # 160015-B001

PO # 1031488

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077026	10,000	-	10,000
SFY 2015	102-500731	Contracts for Prog Svc	90077026	10,000	-	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90077026	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077026	-	-	-
			Sub-Total	20,000	-	20,000

Manchester Health Department, Vendor # 177433-B009

PO # 1031457

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077026	59,645	-	59,645
SFY 2015	102-500731	Contracts for Prog Svc	90077026	59,645	-	59,645
SFY 2016	102-500731	Contracts for Prog Svc	90077026	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077026	-	-	-
			Sub-Total	119,290	-	119,290

Town of Derry, Vendor # 177379-B003

PO # 1032192

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077026	33,800	-	33,800
SFY 2015	102-500731	Contracts for Prog Svc	90077026	33,800	-	33,800
SFY 2016	102-500731	Contracts for Prog Svc	90077026	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077026	-	-	-
			Sub-Total	67,600	-	67,600

Town of Exeter, Vendor # 177386-B001

PO # 1031468

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90077026	33,800	-	33,800
SFY 2015	102-500731	Contracts for Prog Svc	90077026	33,800	-	33,800
SFY 2016	102-500731	Contracts for Prog Svc	90077026	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90077026	-	-	-
			Sub-Total	67,600	-	67,600
			SUB TOTAL	486,090	-	486,090

**05-95-90-901510-5398 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, EMERGENCY RESPONSE
100% Other Funds (Transfer from Emergency Management)**

Cheshire County, Vendor # 177372-B001

PO # 1032189

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90030000	13,000	-	13,000
SFY 2015	102-500731	Contracts for Prog Svc	90030000	13,000	(3,000)	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90030000	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90030000	-	-	-
			Sub-Total	26,000	(3,000)	23,000

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

Goodwin Community Health, Vendor # 154703-B001

PO #

1032193

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90030000	7,000	-	7,000
SFY 2015	102-500731	Contracts for Prog Svc	90030000	7,000	(7,000)	-
SFY 2016	102-500731	Contracts for Prog Svc	90030000	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90030000	-	-	-
			Sub-Total	14,000	(7,000)	7,000
			SUB TOTAL	40,000	(10,000)	30,000

**05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION
100% Federal Funds**

Carroll County Coalition for Public Health, Vendor # 175290-R001

PO #

1032193

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90023010	10,136	-	10,136
SFY 2015	102-500731	Contracts for Prog Svc	90023010	10,136	-	10,136
SFY 2016	102-500731	Contracts for Prog Svc	90023010	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90023010	-	-	-
			Sub-Total	20,272	-	20,272

Goodwin Community Health, Vendor # 154703-B001

PO #

1032193

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90023010	10,500	-	10,500
SFY 2015	102-500731	Contracts for Prog Svc	90023010	10,500	-	10,500
SFY 2016	102-500731	Contracts for Prog Svc	90023010	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90023010	-	-	-
			Sub-Total	21,000	-	21,000

Granite United Way, Vendor # 160015-B001

PO #

1031488

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90023010	10,250	-	10,250
SFY 2015	102-500731	Contracts for Prog Svc	90023010	10,250	-	10,250
SFY 2016	102-500731	Contracts for Prog Svc	90023010	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90023010	-	-	-
			Sub-Total	20,500	-	20,500

Lakes Region Partnership for Public Health, Vendor # 165635-B001

PO #

1031728

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90023010	10,500	-	10,500
SFY 2015	102-500731	Contracts for Prog Svc	90023010	10,500	-	10,500
SFY 2016	102-500731	Contracts for Prog Svc	90023010	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90023010	-	-	-
			Sub-Total	21,000	-	21,000

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

Mary Hitchcock Memorial Hsp dba Dartmouth Hitchcock, Vendor # 177160-B003

PO #

1033195

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90023010	6,921	-	6,921
SFY 2015	102-500731	Contracts for Prog Svc	90023010	6,921	-	6,921
SFY 2016	102-500731	Contracts for Prog Svc	90023010	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90023010	-	-	-
			Sub-Total	13,842	-	13,842

Mid-State Health Center, Vendor # 158055-B001

PO #

1031525

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90023010	10,500	-	10,500
SFY 2015	102-500731	Contracts for Prog Svc	90023010	10,500	-	10,500
SFY 2016	102-500731	Contracts for Prog Svc	90023010	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90023010	-	-	-
			Sub-Total	21,000	-	21,000

North County Health Consortium, Vendor # 158557-B001

PO #

1032167

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90023010	10,500	-	10,500
SFY 2015	102-500731	Contracts for Prog Svc	90023010	10,500	-	10,500
SFY 2016	102-500731	Contracts for Prog Svc	90023010	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90023010	-	-	-
			Sub-Total	21,000	-	21,000

Sullivan County, Vendor # 177482-B004

PO #

1032408

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90023010	9,625	-	9,625
SFY 2015	102-500731	Contracts for Prog Svc	90023010	9,625	-	9,625
SFY 2016	102-500731	Contracts for Prog Svc	90023010	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90023010	-	-	-
			Sub-Total	19,250	-	19,250
			SUB TOTAL	157,864	-	157,864

**05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES
100% Federal Funds**

Carroll County Coalition for Public Health, Vendor # 175290-R001

PO #

1032193

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

Cheshire County, Vendor # 177372-B001

PO # 1032189

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760

City of Nashua, Div of Public Health & Community Svcs, Vendor # 177447-B011

PO # 1032021

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760

Goodwin Community Health, Vendor # 154703-B001

PO # 1032193

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760

Granite United Way, Vendor # 160015-B001

PO # 1031488

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760

Lakes Region Partnership for Public Health, Vendor # 165635-B001

PO # 1031728

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760

Manchester Health Department, Vendor # 177433-B009

PO # 1031457

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

Mary Hitchcock Memorial Hsp dba Dartmouth Hitchcock, Vendor # 177160-B003

PO # 1033195

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760

Mid-State Health Center, Vendor # 158055-B001

PO # 1031525

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760

North County Health Consortium, Vendor # 158557-B001

PO # 1032167

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760

Sullivan County, Vendor # 177482-B004

PO # 1032408

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760

Town of Derry, Vendor # 177379-B003

PO # 1032192

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760

Town of Exeter, Vendor # 177386-B001

PO # 1031468

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2015	102-500731	Contracts for Prog Svc	95846502	65,380	-	65,380
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	130,760	-	130,760
			SUB TOTAL	1,699,880	-	1,699,880

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

**05-95-90-903010-7966 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, PUBLIC HEALTH LABORATORIES
100% Federal Funds**

Carroll County Coalition for Public Health, Vendor # 175290-R001

PO # 1032193

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90001022	-	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90001022	-	-	-
			Sub-Total	-	10,000	10,000

Goodwin Community Health, Vendor # 154703-B001

PO # 1032193

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90001022	-	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90001022	-	-	-
			Sub-Total	-	10,000	10,000

Granite United Way, Vendor # 160015-B001

PO # 1031488

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90001022	-	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90001022	-	-	-
			Sub-Total	-	10,000	10,000

Lakes Region Partnership for Public Health, Vendor # 165635-B001

PO # 1031728

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90001022	-	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90001022	-	-	-
			Sub-Total	-	10,000	10,000

North County Health Consortium, Vendor # 158557-B001

PO # 1032167

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90001022	-	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90001022	-	-	-
			Sub-Total	-	10,000	10,000

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

Sullivan County, Vendor # 177482-B004

PO #

1032408

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90001022	-	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90001022	-	-	-
			Sub-Total	-	10,000	10,000
			SUB TOTAL	-	60,000	60,000

05-95-90-901010-5362 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, POLICY AND PERFORMANCE

100% Federal Funds

Cheshire County, Vendor # 177372-B001

PO #

1032189

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90001022	-	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90001022	-	-	-
			Sub-Total	-	10,000	10,000

City of Nashua, Div of Public Health & Community Svcs, Vendor # 177447-B011

PO #

1032021

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90001022	-	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90001022	-	-	-
			Sub-Total	-	10,000	10,000

Manchester Health Department, Vendor # 177433-B009

PO #

1031457

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90001022	-	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90001022	-	-	-
			Sub-Total	-	10,000	10,000

Mary Hitchcock Memorial Hsp dba Dartmouth Hitchcock, Vendor # 177160-B003

PO #

1033195

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90001022	-	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90001022	-	-	-
			Sub-Total	-	10,000	10,000

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

Mid-State Health Center, Vendor # 158055-B001

PO # 1031525

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90001022	-	8,000	8,000
SFY 2016	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90001022	-	-	-
			Sub-Total	-	8,000	8,000

Town of Derry, Vendor # 177379-B003

PO # 1032192

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90001022	-	10,000	10,000
SFY 2016	102-500731	Contracts for Prog Svc	90001022	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	90001022	-	-	-
			Sub-Total	-	10,000	10,000
			SUB TOTAL	-	58,000	58,000

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, CLINICAL SERVICES
100% Federal Funds**

Carroll County Coalition for Public Health, Vendor # 175290-R001

PO # 1032193

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	95846502	-	15,000	15,000
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	-	15,000	15,000

Cheshire County, Vendor # 177372-B001

PO # 1032189

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	95846502	-	15,000	15,000
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	-	15,000	15,000

City of Nashua, Div of Public Health & Community Svcs, Vendor # 177447-B011

PO # 1032021

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	95846502	-	15,000	15,000
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	-	15,000	15,000

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

Goodwin Community Health, Vendor # 154703-B001

PO # 1032193

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	95846502	-	15,000	15,000
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	-	15,000	15,000

Granite United Way, Vendor # 160015-B001

PO # 1031488

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	95846502	-	15,000	15,000
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	-	15,000	15,000

Lakes Region Partnership for Public Health, Vendor # 165635-B001

PO # 1031728

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	95846502	-	15,000	15,000
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	-	15,000	15,000

Manchester Health Department, Vendor # 177433-B009

PO # 1031457

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	95846502	-	15,000	15,000
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	-	15,000	15,000

Mary Hitchcock Memorial Hsp dba Dartmouth Hitchcock, Vendor # 177160-B003

PO # 1033195

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	95846502	-	15,000	15,000
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	-	15,000	15,000

Mid-State Health Center, Vendor # 158055-B001

PO # 1031525

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	95846502	-	15,000	15,000
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	-	15,000	15,000

**FINANCIAL DETAIL ATTACHMENT SHEET
Regional Public Health Networks (RPHN)**

North County Health Consortium, Vendor # 158557-B001

PO # 1032167

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	95846502	-	15,000	15,000
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	-	15,000	15,000

Sullivan County, Vendor # 177482-B004

PO # 1032408

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	95846502	-	15,000	15,000
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	-	15,000	15,000

Town of Derry, Vendor # 177379-B003

PO # 1032192

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	95846502	-	15,000	15,000
SFY 2016	102-500731	Contracts for Prog Svc	95846502	-	-	-
SFY 2017	102-500731	Contracts for Prog Svc	95846502	-	-	-
			Sub-Total	-	15,000	15,000
			SUB TOTAL	-	180,000	180,000
			TOTAL	5,078,864	288,000	5,366,864

Program Name Division of Public Health Services and Division of Community Based Care Services
Contract Purpose Regional Public Health Network Services
RFP Score Summary Eleven proposals received for 11 Public Health Network Regions

	1	2	3	4	5	6	7	8	9	10	11	
RFA/RFP CRITERIA												
Agcy Capacity	Max Pts	Town of Derry	North Country Health Consortium	Sullivan County	Mid-State Health Center	Cheshire County	Manchester Health Dept.*	City of Nashua, Division of Public Health & Community Services*	Carroll County Coalition for Public Health	Lakes Region Partnership for Public Health	Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock	Town of Exeter
Program Structure	40	35.50	37.00	32.00	34.00	38.00	36.00	29.00	37.00	37.00	37.00	32.00
Budget & Justification	40	37.50	33.00	34.00	30.00	36.00	35.00	26.00	34.00	38.00	37.00	34.00
Format	18	16.50	17.00	16.00	15.00	16.00	16.00	14.00	17.00	17.00	16.00	17.00
TOTAL POINTS	2	1.50	2.00	2.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
TOTAL POINTS	100	91.00	89.00	84.00	80.00	92.00	89.00	71.00	90.00	94.00	92.00	85.00

	1	2	3	4	5	6	7	8	9	10	11
BUDGET REQUEST											
Year 01	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
Year 02	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
Year 03	\$ 302,326.00	\$ 452,760.00	\$ 302,010.00	\$ 303,760.00	\$ 320,236.00	\$ 915,560.00	\$ 614,960.00	\$ 303,032.00	\$ 309,486.00	\$ 296,602.00	\$ 302,902.00
TOTAL BUDGET REQUEST											
BUDGET AWARDED											
Year 01	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
Year 02	\$ 151,163.00	\$ 226,380.00	\$ 151,005.00	\$ 151,880.00	\$ 160,118.00	\$ 457,780.00	\$ 307,480.00	\$ 151,516.00	\$ 154,743.00	\$ 148,301.00	\$ 151,451.00
Year 03	\$ 302,326.00	\$ 452,760.00	\$ 302,010.00	\$ 303,760.00	\$ 320,236.00	\$ 915,560.00	\$ 614,960.00	\$ 303,032.00	\$ 309,486.00	\$ 296,602.00	\$ 302,902.00

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
	Neil Twitchell	Administrator I	Department of Health and Human Services, Division of Public Health Services and Division of Community Based Care Services	This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention.
	Ann Crawford	Coordinator	Regional	

*Manchester Health Department and City of Nashua, Division of Public Health & Community Services awards include amounts for preparedness that are awarded through sole source. These funds and competitive Public Health Network awards have always been combined into a single contract.

Program Name Division of Public Health Services and Division of Community Based Care Services
Contract Purpose Regional Public Health Network Services
RFP Score Summary Two proposals received for the Capital Area Region

RFA/RFP CRITERIA	Max Pts	Community Action Program Belknap-Merrimack Counties, Inc.	Granite United Way
Agy Capacity	40	30.00	34.00
Program Structure	40	31.00	32.00
Budget & Justification	18	15.00	15.00
Format	2	2.00	2.00
Total	100	78.00	83.00

BUDGET REQUEST	Year 01	Year 02	Year 03	TOTAL BUDGET REQUEST	BUDGET AWARDED	Year 01	Year 02	Year 03	TOTAL BUDGET AWARDED
	\$160,819.00	\$160,569.00	\$0.00	\$321,388.00		\$160,569.00	\$160,569.00	\$0.00	\$321,138.00
	\$160,819.00	\$160,569.00	\$0.00	\$321,388.00		\$160,569.00	\$160,569.00	\$0.00	\$321,138.00
	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Sandra DeSesto	Director	Institute for Addiction Recovery at Rhode Island College	
2	Patty Baum	Program Officer	Healthy NH	This bid was reviewed by three Department of Health and Human Services reviewers and two external reviewers who have over 30 years experience in program administration, emergency planning and substance misuse prevention.
3	Michelle Ricco Jonas	Family Planning Program Manager	Division of Public Health Services, Maternal and Child Health Services	
4	Neil Twitchell	Administrator	Division of Public Health Services	
5	Valerie Morgan	Administrator	Department of Health and Human Services, Bureau of Drug and Alcohol Services	

Program Name Division of Public Health Services and Division of Community Based Care Services
Contract Purpose Regional Public Health Network Services
RFP Score Summary Two proposals received for the Strafford Area

RFA/RFP CRITERIA	Max Pts	Goodwin Community Health Center	Health & Safety Council of Strafford County
AGY Capacity	40	34.00	27.00
Program Structure	40	35.00	26.00
Budget & Justification	18	16.00	13.00
Format	2	2.00	1.00
Total	100	87.00	67.00

BUDGET REQUEST					
Year 01	\$177,046.00	\$173,680.00	-	-	-
Year 02	\$177,046.00	\$173,680.00	-	-	-
Year 03	\$0.00	\$0.00	-	-	-
TOTAL BUDGET REQUEST	\$354,092.00	\$347,360.00	-	-	-
BUDGET AWARDED					
Year 01	\$167,046.00	\$0.00	-	-	-
Year 02	\$167,046.00	\$0.00	-	-	-
Year 03	\$0.00	\$0.00	-	-	-
TOTAL BUDGET AWARDED	\$334,092.00	\$0.00	-	-	-

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Neil Twitchell	Administrator	DPHS/Division of Public Health Services	This bid was reviewed by two Department of Health and Human Services reviewers and three external reviewers who have over 30 years of experience in program administration, emergency planning and substance misuse prevention.
2	Jessica Blais	Chief of Prevention Services	DHHS/Bureau of Drug and Alcohol Services	
3	Betsy Houde	Executive Director	The Youth Council	
4	Valerie Morgan	Administrator	DHHS/Bureau of Drug and Alcohol Services	
5	Jo Porter	Deputy Director	NH Institute for Health Policy & Practice, UNH	



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Regional Public Health Network Services**

This 1st Amendment to the Carroll County Coalition for Public Health, contract (hereinafter referred to as "Amendment One") dated this 11th day of November, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Carroll County Coalition for Public Health, (hereinafter referred to as "the Contractor"), a corporation with a place of business at PO Box 250, Center Ossipee, NH 03814.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #95, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to change the scope of services and the price limitation, and

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

1. **Change** price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$328,032.
2. **Add** Exhibit A-1, Additional Scope of Services
3. **Amend** Exhibit B, Purchase of Services, Contract Price, to add:
 - 1.1. The contract price shall increase by \$25,000 for SFY 2015 for a total increase of \$25,000.
 - 1.2. Funding is available as follows:
 - \$15,000 - 100% Federal Funds from the Substance Abuse and Mental Health Services, CFDA #93.959, Federal Award Identification Number (FAIN), TI010035-14;
 - \$10,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037.
4. **Amend** Exhibit B, Purchase of Services, Contract Price, to:

Delete: Paragraph 6 and,



Replace with:

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

5. **Amend** Budget to add: Exhibit B-1 (2015)

6. **Amend** Exhibit C, Special Provisions to:

Delete: Exhibit C, Special Provisions,

Replace with: Exhibit C, Special Provisions Amendment #1

7. **Add**: Exhibit C-1, Revisions to General Provisions

8. **Amend** Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance to:

Delete: Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and;

Replace with: Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection Amendment #1

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



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

State of New Hampshire
Department of Health and Human Services

1/15/15

Date

[Signature]

Brook Dupee
Bureau Chief

Carroll County Coalition for Public Health

Nov 7, 2014
Date

[Signature]

Name: Susan Ruka
Title: Board Chair

Acknowledgement:

State of New Hampshire County of Carroll on November 7, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]

Signature of Notary Public or Justice of the Peace

BARBARA FRASER HOOPER

Name and Title of Notary or Justice of the Peace

BARBARA FRASER HOOPER, Notary Public
My Commission Expires February 12, 2019

My Commission Expires: _____

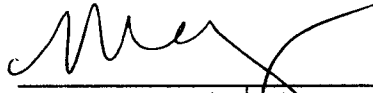
Contractor Initials: [Signature]
Date: 11/7/14



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

OFFICE OF THE ATTORNEY GENERAL

Date 1/26/15


Name: Megan A. Yapp
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Contractor Initials: AM
Date: 11/7/14



Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is



Exhibit A-1

made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.

1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.

1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.

1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:

1.2.1 Understand the nature of substance use disorders;

1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;

1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;

1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;

1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:

1.2.5.1 Environmental strategies

1.2.5.2 Prevention services

1.2.5.3 Intervention services

1.2.5.4 Treatment services

1.2.5.5 Recovery support services

1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.

1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and



Exhibit A-1

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
 - 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Reporting Requirements

1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

1. Completion and approved work plan within one month of the approved contract.
2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

1. Completion and approved work plan within one month of the approved contract.



Exhibit A-1

2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

**Exhibit B-1 - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Carroll County Coalition for Public Health

Budget Request for: Regional Public Health Network Amendment Award
(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)

1. Total Salary/Wages	\$ 17,250.00	\$ -	\$ 17,250.00
2. Employee Benefits	\$ 1,510.00	\$ -	\$ 1,510.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 600.00	\$ -	\$ 600.00
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 900.00	\$ -	\$ 900.00
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00
7. Occupancy	\$ 1,250.00	\$ -	\$ 1,250.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 400.00	\$ -	\$ 400.00
Postage	\$ 90.00	\$ -	\$ 90.00
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ 500.00	\$ -	\$ 500.00
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 25,000.00	\$ -	\$ 25,000.00

Indirect As A Percent of Direct

0.0%

Contractor Initials: 

Date: 11/7/14



SPECIAL PROVISIONS

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

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



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

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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Handwritten initials, possibly "AN", written in black ink.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

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

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

3. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of the competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



Exhibit C-1

4. Insurance

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 The contractor certifies that it is a 501(c)(3) contractor whose annual amount of contract work for the State of New Hampshire 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 for 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.



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

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

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

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

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

Exhibit G- Amendment #1

Contractor Initials

Handwritten signature of the contractor representative.

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

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



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

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

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

Contractor Name:

11-7-14
Date

Susan Reuka
Name:
Title: President BOD

Exhibit G- Amendment #1

Contractor Initials

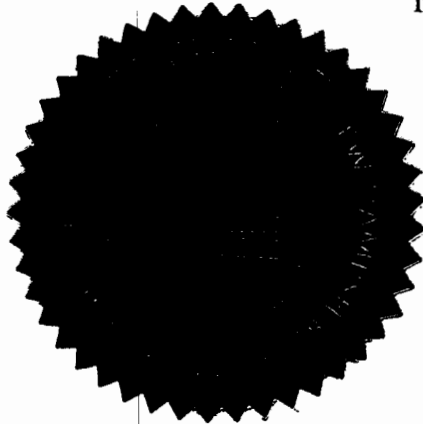
SR

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

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Carroll County Coalition for Public Health is a New Hampshire nonprofit corporation formed March 20, 2009. 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 30th day of September A.D. 2014



A handwritten signature in cursive script, appearing to read "William M. Gardner", is written above the printed name.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

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

- I am a duly elected Clerk of Carroll County COALITION FOR Public Health
(Corporation Name)
- The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on October 29, 2010
(Date)

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

RESOLVED: That the BOARD CHAIR
(Title of Contract Signatory)

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

- The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of November 20 14
(Date Contract Signed)

4. Susan Ruka is the duly elected Board Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Bette Coffey
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of CARROLL

The forgoing instrument was acknowledged before me this 7th day of Nov, 2014.

By BETTE COFFEY
(Name of Clerk of the Corporation)

Victoria M. Kirkwood
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

VICTORIA M. KIRKWOOD
Notary Public - New Hampshire
My Commission Expires February 6, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2014

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally	
	PHONE (A/C. No. Ext): (603) 293-2791	FAX (A/C. No.): (603) 293-7188
	E-MAIL ADDRESS: fairley@esinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great American Ins Group	
	INSURER B: FirstComp NAIC # 27626	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2014 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION RIGHTS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		PAC0006355-04	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$	
						\$	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
	DED <input type="checkbox"/>	RETENTION \$ <input type="checkbox"/>				\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input checked="" type="checkbox"/> N	WC0091907-06	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000	
						E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

CERTIFICATE HOLDER	CANCELLATION
Dept of Health and Human Services Contracts and Procurement Unit 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	F Kenneally/FAIRLE <i>Fairley Kenneally</i>

SANTORO & SINNAMON CPAs
51 Mill Street, Suite 9
Wolfeboro, NH 03894

ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors
CARROLL COUNTY COALITION PUBLIC HEALTH
1230 ROUTE 16 SUITE 3
Ossipee, NH 03864

We have compiled the accompanying statements of assets, liabilities, and equity -- income tax basis of CARROLL COUNTY COALITION PUBLIC HEALTH as of June 30, 2014, and the related statements of revenues and expenses -- income tax basis for the 1 Month and 12 Months then ended, and the accompanying supplementary information -- income tax basis contained in Schedule I, which is presented only for supplementary purposes. We have not audited or reviewed the accompanying financial statements and supplementary schedule and, accordingly, do not express an opinion or provide any assurance about whether the financial statements and supplementary schedule are in accordance with the income tax basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements and supplementary schedule in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements and supplementary schedule.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements and supplementary schedules without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements and supplementary schedules.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to CARROLL COUNTY COALITION PUBLIC HEALTH because we perform certain accounting and/or payroll services that may impair our independence.

SANTORO & SINNAMON CPAs
September 18, 2014

CARROLL COUNTY COALITION PUBLIC HEALTH
Statement of Assets, Liabilities, and Equity - Income Tax Basis
As of June 30, 2014

Assets

Current Assets

Northway Checking Account	\$ 29,182.14
Supplies on Trailers	<u>1,000.00</u>

Total Current Assets 30,182.14

Property and Equipment

Southern Carroll County Trailer	3,995.00
Northern Carroll County Trailer	6,000.00
Equipment on Southern Carroll County Trailer	2,500.00
Equipment on Northern Carroll County Trailer	2,500.00
Office Equipment	1,450.00
Less Accumulated Depreciation	<u>(9,607.00)</u>

Net Property and Equipment 6,838.00

Total Assets \$ 37,020.14

CARROLL COUNTY COALITION PUBLIC HEALTH
Statement of Assets, Liabilities, and Equity - Income Tax Basis
As of June 30, 2014

Liabilities and Stockholders' Equity

Current Liabilities	
Accrued Payroll	\$ 6,917.13
Accrued Expenses	5,500.77
Federal Payroll Tax Liability	(791.22)
State of NH Unemployment	<u>127.79</u>
Total Current Liabilities	<u>11,754.47</u>
Long-Term Liabilities	
Total Long-Term Liabilities	<u>0.00</u>
Total Liabilities	<u>11,754.47</u>
Stockholders' Equity	
Other Equity	19,144.23
Retained Earnings	<u>6,121.44</u>
Total Stockholders' Equity	<u>25,265.67</u>
Total Liabilities and Stockholders' Equity	<u>\$ 37,020.14</u>

CARROLL COUNTY COALITION PUBLIC HEALTH
Statements of Revenues and Expenses - Income Tax Basis

	1 Month Ended June 30, 2014	12 Months Ended June 30, 2014
Sales		
Grant Income - Dept Health Human Service	\$ 23,858.40	\$ 126,837.24
Health & Human Services Income - Prior year	0.00	9,788.19
Grant Income	0.00	3,650.00
MRC - Grant	0.00	10,000.00
Grant Income - Charitable Foundation	20,000.00	40,000.00
	<u>43,858.40</u>	<u>190,275.43</u>
Total Sales		
	<u>43,858.40</u>	<u>190,275.43</u>
Gross Profit	<u>43,858.40</u>	<u>190,275.43</u>
Operating Expenses		
Wages and Salaries	13,948.58	112,676.53
Consultants	0.00	2,005.00
John Snow Institute Grant Wages	0.00	1,229.19
Payroll Taxes	1,413.60	11,210.67
Marketing/Communications	4,560.00	4,647.05
Wages and Salaries	4,402.19	20,304.12
Bank Charges	2.89	2.89
Professional Memberships	0.00	75.00
Insurance	416.00	2,544.00
Employee Benefits	0.00	656.25
Accounting	85.92	125.26
Accounting and Legal	301.34	3,072.50
Equipment	99.99	247.86
Equipment/Supplies	1,304.34	1,304.34
Occupancy	800.07	8,136.00
Postage	49.00	98.00
Office Expense	2,465.31	3,393.42
POD Supplies	103.77	368.68
Telephone	175.00	2,101.53
Travel	690.51	5,607.04
Travel	393.54	603.54
Meetings	146.25	613.58
Meeting Expense	100.00	100.00
SAMHSA - Meetings	0.00	50.00
Staff Education & Training	0.00	45.00
CF - Staff Education and Training	0.00	441.00
Software	338.54	338.54
Software	85.00	85.00
Other	150.00	150.00
	<u>32,031.84</u>	<u>182,231.99</u>
Total Operating Expenses		
	<u>32,031.84</u>	<u>182,231.99</u>
Operating Income (Loss)	<u>11,826.56</u>	<u>8,043.44</u>
Other Income (Expenses)		
Depreciation	(1,922.00)	(1,922.00)
	<u>(1,922.00)</u>	<u>(1,922.00)</u>
Total Other Income (Expenses)		
	<u>(1,922.00)</u>	<u>(1,922.00)</u>
Net Income (Loss) Before Taxes	<u>9,904.56</u>	<u>6,121.44</u>
	<u>9,904.56</u>	<u>6,121.44</u>
Net Income (Loss)	<u>\$ 9,904.56</u>	<u>\$ 6,121.44</u>

See Accountant's Compilation Report

CARROLL COUNTY COALITION PUBLIC HEALTH
Statements of Revenues and Expenses - Income Tax Basis
Emergency Preparedness Coordination

	1 Month Ended June 30, 2014	12 Months Ended June 30, 2014
Sales		
Grant Income - Dept Health Human Service	\$ 14,989.37	\$ 65,155.76
Health & Human Services Income - Prior year	<u>0.00</u>	<u>9,788.19</u>
Total Sales	<u>14,989.37</u>	<u>74,943.95</u>
Gross Profit	<u>14,989.37</u>	<u>74,943.95</u>
Operating Expenses		
Wages and Salaries	8,960.95	61,409.09
John Snow Institute Grant Wages	0.00	1,229.19
Payroll Taxes	402.31	4,574.88
Marketing/Communications	0.00	57.65
Professional Memberships	0.00	37.50
Insurance	220.00	1,205.00
Employee Benefits	0.00	656.25
Accounting and Legal	0.00	1,538.25
Equipment	0.00	(571.00)
Occupancy	385.97	4,032.89
Postage	25.50	50.00
Office Expense	99.00	717.53
POD Supplies	0.00	98.59
Telephone	69.13	1,072.84
Travel	154.03	2,547.05
Meetings	<u>0.00</u>	<u>292.36</u>
Total Operating Expenses	<u>10,316.89</u>	<u>78,948.07</u>
Operating Income (Loss)	<u>4,672.48</u>	<u>(4,004.12)</u>
Other Income (Expenses)		
Depreciation	<u>(1,922.00)</u>	<u>(1,922.00)</u>
Total Other Income (Expenses)	<u>(1,922.00)</u>	<u>(1,922.00)</u>
Net Income (Loss) Before Taxes	<u>2,750.48</u>	<u>(5,926.12)</u>
Net Income (Loss)	<u>\$ 2,750.48</u>	<u>\$ (5,926.12)</u>

CARROLL COUNTY COALITION PUBLIC HEALTH
Statements of Revenues and Expenses - Income Tax Basis
School Based Clinics

	1 Month Ended June 30, 2014	12 Months Ended June 30, 2014
Sales		
Grant Income - Dept Health Human Service	\$ 0.00	\$ 8,188.84
Total Sales	<u>0.00</u>	<u>8,188.84</u>
Gross Profit	<u>0.00</u>	<u>8,188.84</u>
Operating Expenses		
Wages and Salaries	0.00	3,945.73
Consultants	0.00	1,980.00
Payroll Taxes	0.00	449.58
Professional Memberships	0.00	37.50
Occupancy	0.00	523.67
Office Expense	1,809.59	1,821.89
POD Supplies	0.00	166.32
Travel	0.00	293.26
Other	150.00	150.00
Total Operating Expenses	<u>1,959.59</u>	<u>9,367.95</u>
Operating Income (Loss)	<u>(1,959.59)</u>	<u>(1,179.11)</u>
Other Income (Expenses)		
Total Other Income (Expenses)	<u>0.00</u>	<u>0.00</u>
Net Income (Loss) Before Taxes	<u>(1,959.59)</u>	<u>(1,179.11)</u>
Net Income (Loss)	<u>\$ (1,959.59)</u>	<u>\$ (1,179.11)</u>

See Accountant's Compilation Report

CARROLL COUNTY COALITION PUBLIC HEALTH
Statements of Revenues and Expenses - Income Tax Basis
Substance Misuse & Prevention

	1 Month Ended June 30, 2014	12 Months Ended June 30, 2014
Sales		
Grant Income - Dept Health Human Service	\$ 8,869.03	\$ 53,492.64
Total Sales	<u>8,869.03</u>	<u>53,492.64</u>
Gross Profit	<u>8,869.03</u>	<u>53,492.64</u>
Operating Expenses		
Wages and Salaries	4,987.63	45,536.82
Consultants	0.00	25.00
Payroll Taxes	542.47	4,383.27
Marketing/Communications	200.00	209.90
Insurance	196.00	1,285.00
Accounting and Legal	301.34	1,534.25
Equipment	0.00	718.87
Occupancy	414.10	3,253.90
Postage	23.50	48.00
Office Expense	556.72	854.00
Telephone	105.87	1,028.69
Travel	129.30	1,213.87
Staff Education & Training	0.00	45.00
Software	338.54	338.54
Total Operating Expenses	<u>7,795.47</u>	<u>60,475.11</u>
Operating Income (Loss)	<u>1,073.56</u>	<u>(6,982.47)</u>
Other Income (Expenses)		
Total Other Income (Expenses)	<u>0.00</u>	<u>0.00</u>
Net Income (Loss) Before Taxes	<u>1,073.56</u>	<u>(6,982.47)</u>
Net Income (Loss)	<u>\$ 1,073.56</u>	<u>\$ (6,982.47)</u>

CARROLL COUNTY COALITION PUBLIC HEALTH
Statements of Revenues and Expenses - Income Tax Basis
Charitable Foundation

	1 Month Ended June 30, 2014	12 Months Ended June 30, 2014
Sales		
Grant Income - Charitable Foundation	\$ <u>20,000.00</u>	\$ <u>40,000.00</u>
Total Sales	<u>20,000.00</u>	<u>40,000.00</u>
Gross Profit	<u>20,000.00</u>	<u>40,000.00</u>
Operating Expenses		
Payroll Taxes	271.98	1,195.57
Marketing/Communications	4,360.00	4,360.00
Wages and Salaries	2,480.76	13,230.74
Bank Charges	2.89	2.89
Accounting	26.88	26.88
Equipment	99.99	99.99
Occupancy	0.00	300.00
POD Supplies	103.77	103.77
Travel	407.18	1,552.86
Meetings	146.25	321.22
CF - Staff Education and Training	<u>0.00</u>	<u>441.00</u>
Total Operating Expenses	<u>7,899.70</u>	<u>21,634.92</u>
Operating Income (Loss)	<u>12,100.30</u>	<u>18,365.08</u>
Other Income (Expenses)		
Total Other Income (Expenses)	<u>0.00</u>	<u>0.00</u>
Net Income (Loss) Before Taxes	<u>12,100.30</u>	<u>18,365.08</u>
Net Income (Loss)	<u>\$ 12,100.30</u>	<u>\$ 18,365.08</u>

See Accountant's Compilation Report

CARROLL COUNTY COALITION PUBLIC HEALTH
Statements of Revenues and Expenses - Income Tax Basis
Medical Reserve Corp - CHI

	1 Month Ended June 30, 2014	12 Months Ended June 30, 2014
Sales		
MRC - Grant	\$ 0.00	\$ 10,000.00
Total Sales	<u>0.00</u>	<u>10,000.00</u>
Gross Profit	<u>0.00</u>	<u>10,000.00</u>
Operating Expenses		
Payroll Taxes	196.84	607.37
Wages and Salaries	1,921.43	7,073.38
Accounting	59.04	98.38
Equipment/Supplies	1,304.34	1,304.34
Travel	82.77	82.77
Meeting Expense	100.00	100.00
Software	85.00	85.00
Total Operating Expenses	<u>3,749.42</u>	<u>9,351.24</u>
Operating Income (Loss)	<u>(3,749.42)</u>	<u>648.76</u>
Other Income (Expenses)	<u></u>	<u></u>
Total Other Income (Expenses)	<u>0.00</u>	<u>0.00</u>
Net Income (Loss) Before Taxes	<u>(3,749.42)</u>	<u>648.76</u>
Net Income (Loss)	<u>\$ (3,749.42)</u>	<u>\$ 648.76</u>

CARROLL COUNTY COALITION PUBLIC HEALTH
Statements of Revenues and Expenses - Income Tax Basis
Medical Reserve Corp - NACCHO

	1 Month Ended June 30, 2014	12 Months Ended June 30, 2014
Sales		
Grant Income	\$ 0.00	\$ 3,500.00
Total Sales	<u>0.00</u>	<u>3,500.00</u>
Gross Profit	<u>0.00</u>	<u>3,500.00</u>
Operating Expenses		
Wages and Salaries	0.00	1,784.89
Insurance	0.00	54.00
Occupancy	0.00	25.54
Travel	310.77	520.77
Total Operating Expenses	<u>310.77</u>	<u>2,385.20</u>
Operating Income (Loss)	<u>(310.77)</u>	<u>1,114.80</u>
Other Income (Expenses)		
Total Other Income (Expenses)	<u>0.00</u>	<u>0.00</u>
Net Income (Loss) Before Taxes	<u>(310.77)</u>	<u>1,114.80</u>
Net Income (Loss)	<u>\$ (310.77)</u>	<u>\$ 1,114.80</u>

See Accountant's Compilation Report

CARROLL COUNTY COALITION PUBLIC HEALTH
Statements of Revenues and Expenses - Income Tax Basis
Miscellaneous Grants

	1 Month Ended June 30, 2014	12 Months Ended June 30, 2014
Sales		
Grant Income	\$ <u>0.00</u>	\$ <u>150.00</u>
Total Sales	<u>0.00</u>	<u>150.00</u>
Gross Profit	<u>0.00</u>	<u>150.00</u>
Operating Expenses		
SAMHSA - Meetings	<u>0.00</u>	<u>50.00</u>
Total Operating Expenses	<u>0.00</u>	<u>50.00</u>
Operating Income (Loss)	<u>0.00</u>	<u>100.00</u>
Other Income (Expenses)	<u> </u>	<u> </u>
Total Other Income (Expenses)	<u>0.00</u>	<u>0.00</u>
Net Income (Loss) Before Taxes	<u>0.00</u>	<u>100.00</u>
Net Income (Loss)	<u>\$ 0.00</u>	<u>\$ 100.00</u>

Carroll County Coalition for Public Health

Mission Statement

The mission of the Carroll County Coalition for Public Health is to improve the health, safety, and wellness of the citizens of Carroll County by facilitating community partnerships to plan and coordinate the effective and efficient delivery of public health services, and empowering people to improve individual health.



Carroll County Coalition for Public Health

Building the Public Health Infrastructure in Carroll County through Community Partnerships



2014-2015 Board of Directors

Susan Ruka, Chair

Ellen Laase, Vice-Chair

Michael Cauble, Treasurer

Bette Coffey, Secretary

Teresa Haley

KEY ADMINISTRATIVE PERSONNEL - Amendment 1

NH Department of Health and Human Services

Contractor Name: Carroll County Coalition for Public Health

Name of Program: Regional Public Health Network

BUDGET PERIOD: 2023 - Resiliency and Recovery				
NAME	JOB TITLE	SALARY	PERCENTAGE FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Jennifer Selfridge	Administrator/SMP	\$36,000	7.64%	\$2,750.00
Vacant	Public Health Lead	\$20,736	36.17%	\$7,500.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$10,250.00

BUDGET PERIOD: 2023 - Resiliency and Recovery				
NAME	JOB TITLE	SALARY	PERCENTAGE FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Vacant	Public Health Lead	\$20,736	33.76%	\$7,000.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$7,000.00

Jennifer Selfridge

PROFILE

- Comprehensive background in all aspects of prevention program and organization management including funding proposal development, staff and volunteer motivation and development, design and implementation of effective administrative policies and practices, strategic planning, business planning, and marketing
- Successful delivery of exemplary programs and management practices to professional educators in schools and community-based organizations nationally through coaching, presentations and facilitative trainings, workshops, and consultation.
- Effective design and organization of multiple-day state, national and regional conferences including the Harvard Principal's Institute, Northeast Council of State Legislators, New England Prevention Conferences, National Association of Prevention Professionals and Advocates Annual Conference.

EMPLOYMENT

Carroll County Coalition for Public Health

Administrative Manager/Regional Substance Misuse Prevention Network Coordinator 9/2013 – present

Facilitate the development of a prevention network to effect environmental, population level changes in community attitudes and behaviors re: substance misuse, violence prevention, suicide prevention and other public health issues as identified by community sectors in Carroll County, NH. Act as primary organizational contact, oversee contractual and financial activities.

Steppingstone Music Opportunities, Inc.

Plaistow, NH 03865

Southern Rockingham Coalition for Healthy Youth Coordinator 11/2007 – 12/2013

Facilitate the development of coalition infrastructure to effect environmental, population level changes in community attitudes and behaviors around the use of alcohol, tobacco, and other drugs. Provide support to coalition partners as they engage in evidence-based practices and strategies to promote safe and healthy communities. Work with and facilitate collaboration among community partners in eight communities located in Southern New Hampshire. Direct and coordinate services in compliance with Drug Free Communities Program grant and the New Hampshire Strategic Prevention Services/State Incentive Grant.

Millennium Training Institute

Boston, Woburn, Lowell, MA

Director of Education

2006 – 2007

Responsible for development of policies and practices for education department of proprietary educational institution for displaced workers. Supervised professional staff of 14 and consultants. Developed new programs and refined and evaluated existing curricula. Taught ESL to speakers of languages other than English.

Educators for Social Responsibility, Cambridge, MA,

2001-2005

Program Director, Resolving Conflict Creatively Program

Responsible for the national dissemination and sustainability of exemplary violence prevention program in 400 schools nationwide. Served as a member of the organization's senior management team, business planning team, marketing team, and organization culture team.

Capital Region Board of Cooperative Education Services , 1992-2001
Albany, New York

Lead Coordinator, Center for School Health and Wellness 1996-2001

Responsible for developing and managing NY State Education training and technical assistance Center to serve 78 school districts in upstate New York as they implemented health and wellness programs and initiatives. Major tasks included staff hiring, training and supervision; developing and monitoring multiple grants to support center activities; statewide training to colleagues in principles of effective prevention; consultation with school administrators and discipline teams in developing effective codes of conduct for staff and students and consultation around the implementation of exemplary programs and practices.

Safe & Drug Free Schools Coordinator, City School District of Albany NY 1992-1996

Coordinated delivery of substance abuse and violence prevention initiatives to staff and students in urban school district; restructured four content-specific "advisory boards" into a single district-wide Health Advisory Committee with content-specific subcommittees. Was successful in attaining active participation, including meeting attendance of senior school district administration – the Superintendent of Schools and Assistant Superintendent for Curriculum and Instruction, as well as the Director of Health and Physical Education.

SOLVE, Inc, Concord, NH 1980-1992

Executive Director 1986-1992

Responsible for all aspects of management and service delivery of statewide not-for-profit education service organization, including board development and support, human resources, staff recruitment and training, strategic planning, grant and proposal writing and service delivery.

Field Coordinator 1980-1986

Coordinated and delivered training and technical assistance to school administrators, instructional staff, and support personnel as well as parents and community organizations in the prevention of substance use and violence.

EDUCATION

Antioch New England Graduate School, Keene, NH	M.S.	Organization Management
University of Massachusetts, Boston, MA	B.A.	English

ADDITIONAL TRAINING

- Certified Trainer, Olweus Bullying Prevention Program
- Certified Trainer, National Alliance on Mental Illness, Suicide Prevention, Suicide Post-vention
- Seven Habits of Highly Effective People (for senior management)
- Alternatives to Violence (conflict resolution program)
- Community Organizing Workshop (CSAP)

Jennifer Selfridge

- Diversity Training

PUBLICATIONS

Resolving Conflict Creatively Program: How we know it Works, in Theory to Practice, Ohio State University Journal, January 2004

Job Description

Title: Public Health Advisory Council (PHAC Lead)

Qualifications:

- Bachelor's Degree in related field
- Experience in community organizing, coalition or network organizing, community development, community relations and/or organizational development
- Strong communication skills
- Proven ability to develop effective collaborative relationships
- Leadership characteristics including an ability to adapt approach, style and methods to best engage, empower and sustain the involvement of community partners
- Detail oriented, able to track, follow through and meet deadlines within PHAC workplan and state contract obligations
- Proficiency in Microsoft Office with the ability to learn new applications
- Ability to work a flexible schedule, including occasional weekend days or evenings
- Ability to work with diverse populations, demonstrating cultural competency and community awareness.
- Maintain appropriate current state driver's license.

Responsibilities:

- Work with Carroll County Coalition for Public Health (C3PH) and Regional Public Health Advisory Committee leadership to develop Public Health Advisory Council infrastructure, policies, and procedures
- Facilitate work group meetings
- Coordinate needs assessment activities
- Conduct community health planning activities
- Collect, manage, and analyze community health indicators data
- Coordinate and facilitate Public Health Advisory Council meetings
- Develop partnerships with community organizations
- Collaborate and work closely with the health department administrators, legislators, heads of health plans, hospitals, physician's health organizations, related businesses, academic institutions and community based organizations to promote public health in Carroll County.
- Contribute content to the organization's website and social media sites
- Attend statewide and other meetings as required by state contract
- Attend trainings and other professional development activities as needed or required.

95 Bank

[Handwritten initials]



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 13, 2013

G&C Approved

Date 6/19/13
Item # #95

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into an agreement with the Carroll County Coalition for Public Health (Vendor #175290-R001), PO Box 250, Center Ossipee, NH 03814, in an amount not to exceed \$303,032.00, to improve regional public health emergency preparedness, substance misuse prevention and related health promotion capacity, and implement school-based influenza clinics, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

92.7% Federal, 7.3% GF

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

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$76,000.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$76,000.00
			Sub-Total	\$152,000.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
			Sub-Total	\$130,760.00

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
 DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90023010	\$10,136.00
SFY 15	102-500731	Contracts for Prog Svc	90023010	\$10,136.00
			Sub-Total	\$20,272.00
			Total	\$303,032.00

EXPLANATION

Funds in this agreement will be used to allow the Carroll County Coalition for Public Health to align a range of public health and substance misuse prevention and related health promotion activities. The Carroll County Coalition for Public Health will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

This agreement will build regional capacity in four broad areas: a Regional Public Health Advisory Committee; Regional Public Health Preparedness; Substance Misuse Prevention and Related Health Promotion services; and School-Based Seasonal Influenza Clinics. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

The Carroll County Coalition for Public Health will also lead a coordinated effort with regional public health, health care and emergency management partners to develop and exercise regional public health emergency response plans to improve the region's ability to respond to public health emergencies. The Carroll County Coalition for Public Health will also coordinate a Medical Reserve Corps unit made up of local volunteers who work in emergency medical clinics and shelters. These regional activities are integral to the State's capacity to respond to public health emergencies.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and "super storm" Sandy.

The Carroll County Coalition for Public Health will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play."

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

The Carroll County Coalition for Public Health will also implement seasonal influenza vaccination clinics in select schools. This initiative represents their ability to expand the range of public health services they offer that are data-driven, known to be effective, and respond to regional needs. Seasonal influenza vaccination rates lag behind the rates for all other recommended childhood immunizations. In order to increase the percent of children six months through 18 years of age who are vaccinated against influenza, New Hampshire must increase access to vaccination services in the school-aged population. New Hampshire's efforts to vaccinate infants and young children against influenza have been more successful than efforts to vaccinate school children, as demonstrated by Medicaid data. The Division of Public Health Services' goal is to increase the percent of children ages 5-12 from 60% in the 2011-2012 influenza season and from 32% for children age 13-17 years in that same period to the national Healthy People 2020 goal of 80% for all children.

Achieving higher rates of immunization in a school community is known to lower absenteeism among children and school staff. Schools will be targeted in order to access children who may experience the greatest barriers to vaccination including, but not limited to: a lack of local medical providers; lack of transportation; socioeconomic status; or who live in communities in Medically Underserved Areas.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in this region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services. Finally, the ability to increase immunization rates among children who experience barriers to this preventative measure would be lost.

The Carroll County Coalition for Public Health was selected for this project through a competitive bid process. A Request for Proposals was posted on the Division of Public Health Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with the Carroll County Coalition for Public Health being the sole bid to provide these services in this region. This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Emergency preparedness services were contracted previously with this agency in SFY 2012 in the amount of \$76,000. This agreement represents level funding. This is the initial agreement with this Contractor for both substance misuse prevention and related health promotion services and school-based influenza clinics.

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

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in a regional healthcare coalition.

- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).
- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic.
- Percent of students receiving seasonal influenza vaccination
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

Area served: Albany, Bartlett, Brookfield, Chatham, Conway, Eaton, Effingham, Freedom, Hale's Location, Harts Location, Jackson, Madison, Moultonborough, Ossipee, Sandwich, Tamworth, Tuftonboro, Wakefield and Wolfeboro.

Source of Funds is 92.70% Federal Funds from the U.S. Centers for Disease Control and Prevention and Substance Abuse and Mental Health Services Administration, and 7.30% General Funds.

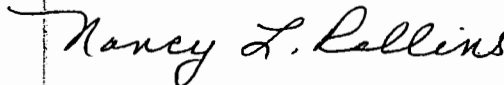
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 13, 2013
Page 6

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

Respectfully submitted,

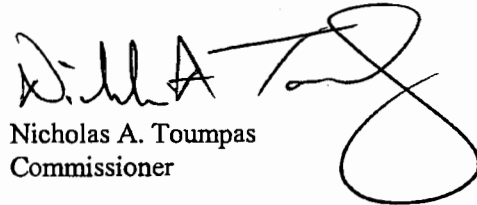


José Thier Montero, MD
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js

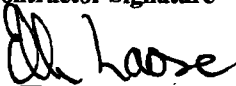
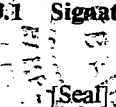
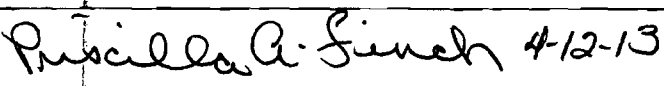
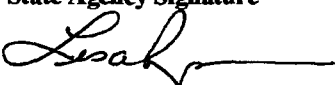
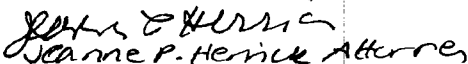
Subject: Regional Public Health Network Services

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 Carroll County Coalition for Public Health		1.4 Contractor Address PO Box 250 Center Ossipee, NH 03814	
1.5 Contractor Phone Number (603) 301-1252	1.6 Account Number 05-95-90-902510-5171-102-500731, 05-95-49-491510-2988-102-500734,	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$303,032.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ellen Laase Board Chair	
1.13 Acknowledgement: State of <u>NH</u>, County of <u>Carroll</u> On <u>4/12/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		 Priscilla A. Finch 4-12-13	
1.13.2 Name and Title of Notary or Justice of the Peace PRISCILLA A. FINCH, Notary Public My Commission Expires August 24, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herick, Attorney On: 27 Mar 2013			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services

Regional Public Health Network Services

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

CONTRACTOR NAME: Carroll County Coalition for Public Health
PO Box 250
ADDRESS: Center Ossipee, NH 03814
Board Chair: Ellen H. Laase
TELEPHONE: (603) 301-1252

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related

services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups
 - 5.7. Documentation and record-keeping

- 5.8. Process for reviewing and revising the policies and procedures
6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.¹
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Coordinate a hazard vulnerability assessment (HVA) (aka jurisdictional risk assessment) focused on public health, health care and behavioral health systems. The HVA will consist of 3 half-day meetings of regional partners that assess the impact to these three systems in the region from various types of hazards; identify existing preparedness capabilities that mitigate the impact; and identify priority interventions to address gaps. The HVA will be led by DHHS staff and an agency contracted by the DPHS.

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
 - 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).
 - 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
 - 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. School-Based Seasonal Influenza Vaccination Services

1. Implement vaccination programs against seasonal influenza in primary, middle, and high schools based on guidance and protocols from the NH Immunization Program (NHIP).
 - 1.1 Recruit public and non-residential private schools to participate in school-based clinics based on priorities established by the DPHS. Priorities may be based on socioeconomic status, prior year vaccination rates, or other indicators of need.
 - 1.2 School influenza vaccination clinics must be held during the school day (approximately 8 A.M. to 4 P.M.) and on school grounds.
 - 1.3 As requested by the DPHS, use the IRMS to manage vaccine provided under the auspices of the DPHS NHIP.
 - 1.4 Submit all required documentation for immunized individuals to the NHIP within 10 business days after each clinic.
 - 1.5 Report all known adverse reactions according to protocols established by the NHIP.
 - 1.6 Dispose of all biological waste materials in accordance with regulations established by the State of New Hampshire.
 - 1.7 Conduct debriefings after each clinic to identify opportunities for improvements.

5. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.

- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

6. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

Immunization Services

1. Participate in bi-monthly conference calls with NHIP staff.
2. Attend a half-day Training of Trainers in-service program offered by the NHIP.

7. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. School-based Vaccination Services
- e. Training and Technical Assistance
- f. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.
 - 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
 - 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2. Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness and School-Based Immunization Clinics

- 1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
- 2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion


- 1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).
 - 1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

- 1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

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 appropriate DHHS office immediately for additional guidance.

Executive Director Signature: _____

 4/12/2013

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

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

CONTRACTOR NAME: Carroll County Coalition for Public Health
PO Box 250
ADDRESS: Center Ossipee, NH 03814
Board Chair: Ellen H. Laase
TELEPHONE: (603) 301-1252

Vendor #175290-R001	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734
	Job #90023010	Appropriation #05-95-90-902510-5178-102-500731

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:

\$152,000 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds and, \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959), and \$20,272 for School Based Vaccination Clinics, funded from 100% federal funds from the National Center for Immunization and Respiratory Diseases, CDC, (CFDA #93.268).

TOTAL: \$303,032

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.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

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

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, 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, DHHS in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. **Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

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.

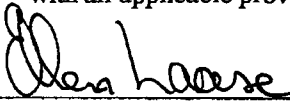
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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



Contractor Signature

Board Chair

Contractor's Representative Title

Carroll County Coalition for Public Health

Contractor Name

4/12/2013

Date



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Regional Public Health Network Services**

This 1st Amendment to the County of Cheshire, contract (hereinafter referred to as "Amendment One") dated this 19th day of November, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and County of Cheshire, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 33 West Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #103, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to change the scope of services and the price limitation, and

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

1. **Change** price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$342,236.

2. **Amend** Exhibit A, Scope of Services to:

Delete: Section 4B. Radiological Emergency Planning and Response

3. **Amend** Exhibit A, Scope of Services to:

Delete: Section 6. Training and Technical Assistance Requirements, Radiological Emergency Preparedness and Response

4. **Add** Exhibit A-1, Additional Scope of Services

5. **Amend** Exhibit B, Purchase of Services, Contract Price, to add:

- 1.1. The contract price shall increase by \$22,000 for SFY 2015 for a total increase of \$22,000.
- 1.2. Funding is available as follows:
 - \$15,000 - 100% Federal Funds from the Substance Abuse and Mental Health Services, CFDA #93.959, Federal Award Identification Number (FAIN), TI010035-14;



- \$10,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037;
- (\$3,000) – 100% Other Funds (Radiological Emergencies) from the Transfer from Emergency Management

6. **Amend** Exhibit B, Purchase of Services, Contract Price, to:

Delete: Paragraph 6 and,

Replace with:

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

7. **Amend** Budget, to add: Exhibit B-1 (2015)

8. **Amend** Exhibit C, Special Provisions to:

Delete: Exhibit C, Special Provisions,

Replace with: Exhibit C, Special Provisions Amendment #1

9. **Add:** Exhibit C-1, Revisions to General Provisions

10. **Amend** Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance to:

Delete: Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and;

Replace with: Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection Amendment #1

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

[Handwritten Signature]
11-19-14



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

State of New Hampshire
Department of Health and Human Services

11/15/15
Date

Brook Dupee
Brook Dupee
Bureau Chief

11-19-14
Date

County of Cheshire
John Pratt
Name: John Pratt
Title: Chair, Board of Commissioners

Acknowledgement:

State of New Hampshire, County of Cheshire on 11-19-14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jaclyn B Greene
Signature of Notary Public or Justice of the Peace

Jaclyn B Greene N.P.
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12/14/16

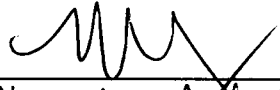
New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

1/26/15
Date


Name: Megan A. Goble
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

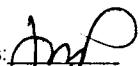
Contractor Initials: 
Date: 11-19-14



Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is

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Exhibit A-1

- made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.
- 1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.
- 1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

- 1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.
- 1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:
 - 1.2.1 Understand the nature of substance use disorders;
 - 1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;
 - 1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;
 - 1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;
 - 1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:
 - 1.2.5.1 Environmental strategies
 - 1.2.5.2 Prevention services
 - 1.2.5.3 Intervention services
 - 1.2.5.4 Treatment services
 - 1.2.5.5 Recovery support services
- 1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.
 - 1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and

JHP
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Exhibit A-1

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
- 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

- 1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Reporting Requirements

- 1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

- 1. Completion and approved work plan within one month of the approved contract.
- 2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

- 1. Completion and approved work plan within one month of the approved contract.

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Exhibit A-1

2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

**Exhibit B-1 - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Cheshire County


Regional Public Health Network Amendment
Budget Request for: Award
(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)

Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 5,184.00	\$ 598.00	\$ 5,782.00	Cheshire County has 10 % Admin Cost Policy
2. Employee Benefits	\$ 316.00	\$ 43.00	\$ 359.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 2,273.00	\$ 252.00	\$ 2,525.00	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 12,000.00	\$ 1,334.00	\$ 13,334.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 19,773.00	\$ 2,227.00	\$ 22,000.00	

Indirect As A Percent of Direct 11.3%

NH DHHS
Exhibit B-1 - Amendment #1

Contractor Initials: 
Date: 11-19-14



SPECIAL PROVISIONS

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

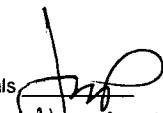
1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of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



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

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

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


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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

3. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of the competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

JM
Date 11-19-14



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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

Date 11-19-14

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



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

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

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

11-19-14
Date

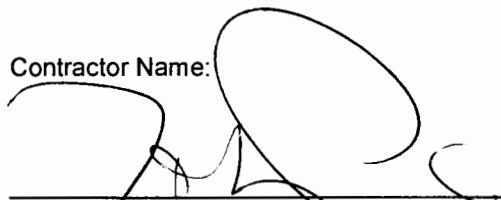
Contractor Name: 
Name: John Pratt
Title: Chair, Board of Commissioners

Exhibit G- Amendment #1

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

Contractor Initials 

CERTIFICATE OF VOTE

I, Roger Zerba, an elected Officer of the County of Cheshire, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of County of Cheshire.
(Agency Name)

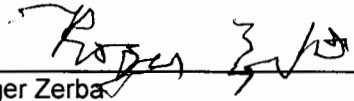
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on November 19, 2014:

RESOLVED: That the Chairman of the County Commissioners
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 19th day of November, 2014. (Date Contract Signed)

4. John Pratt is the duly elected Chairman of the County Commissioners of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)



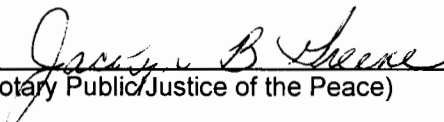
Roger Zerba
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 19th day of November, 2014.

By John Pratt.
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JACOLYN B. GREENE
Notary Public - New Hampshire
My Commission Expires December 14, 2016

Commission Expires: _____



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Cheshire County 33 West Street Keene, NH 03431		<i>Member Number:</i> 601	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2015	1/1/2016	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	\$
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
X	Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	X Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	\$
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept of Health & Human Services Attn: Bobbie Aversa 129 Pleasant St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 1/28/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

COUNTY OF CHESHIRE, NEW HAMPSHIRE

Financial Statements

With Schedule of Expenditures of Federal Awards

December 31, 2013

and

Independent Auditor's Report

**Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit
of Financial Statements Performed in Accordance
With *Government Auditing Standards***

**Report on Compliance for Each Major Federal Program and
Report on Internal Control Over Compliance**

Schedule of Findings and Questioned Costs

COUNTY OF CHESHIRE, NEW HAMPSHIRE
FINANCIAL STATEMENTS
December 31, 2013

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COUNTY OF CHESHIRE, NEW HAMPSHIRE
FINANCIAL STATEMENTS
December 31, 2013

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INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
County of Cheshire, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the County of Cheshire, New Hampshire (the County) as of and for the year ended December 31, 2013, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Basis for Adverse Opinion on Governmental Activities

As discussed in Note 2 to the financial statements, management has not recorded a liability for other post-employment benefits in governmental activities and, accordingly, has not recorded an expense for the current period change in that liability. Accounting principles generally accepted in the United States of America require that other post-employment benefits attributable to employee services already rendered and that are not contingent on a specific event that is outside the control of the employer and employee be accrued as liabilities and expenses as employees earn the rights to the benefits, which would increase the liabilities, reduce the net position, and change the expenses of the governmental activities. The amount by which this departure would affect the liabilities, net position, and expenses of the governmental activities is not reasonably determinable.

Adverse Opinion

In our opinion, because of the significance of the matter described in the “Basis for Adverse Opinion on Governmental Activities” paragraph, the financial statements referred to above do not present fairly the financial position of the governmental activities of the County of Cheshire, New Hampshire, as of December 31, 2013, or the changes in financial position thereof for the year then ended.

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of each major fund and the aggregate remaining fund information of the County of Cheshire, New Hampshire, as of December 31, 2013, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis and budgetary comparison information on pages i-ix and 27-28 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County of Cheshire, New Hampshire’s basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 6, 2014 on our consideration of the County of Cheshire, New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County of Cheshire, New Hampshire's internal control over financial reporting and compliance.

Nelson Chikay & Company PC
Manchester, New Hampshire
May 6, 2014

EXHIBIT C
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Balance Sheet
Governmental Funds
December 31, 2013

	General Fund	ARRA Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 7,330,664	\$ 1,525,871	\$ 161,820	\$ 9,018,355
Investments	49,131		53,833	102,964
Accounts receivable, net	1,421,036		1,635	1,422,671
Due from other governments	750,613		49,418	800,031
Due from other funds	4,705			4,705
Prepaid expenses	208,369			208,369
Total Assets	<u>9,764,518</u>	<u>1,525,871</u>	<u>266,706</u>	<u>11,557,095</u>
DEFERRED OUTFLOWS OF RESOURCES				
Total Deferred Outflows of Resources	-	-	-	-
Total Assets and Deferred Outflows of Resources	<u>\$ 9,764,518</u>	<u>\$ 1,525,871</u>	<u>\$ 266,706</u>	<u>\$ 11,557,095</u>
LIABILITIES				
Accounts payable	\$ 912,054		\$ 49,418	\$ 961,472
Accrued expenses	1,002,701			1,002,701
Due to other governments	889,665			889,665
Due to other funds	130		1,720	1,850
Total Liabilities	<u>2,804,550</u>	<u>\$ -</u>	<u>51,138</u>	<u>2,855,688</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned grant revenue			26,039	26,039
Unearned revenue	173,305			173,305
Total Deferred Inflows of Resources	<u>173,305</u>	<u>-</u>	<u>26,039</u>	<u>199,344</u>
FUND BALANCES				
Nonspendable	208,369			208,369
Restricted	52,750	1,525,871	173,744	1,752,365
Committed	262,227			262,227
Assigned	1,933,065		15,785	1,948,850
Unassigned	4,330,252			4,330,252
Total Fund Balances	<u>6,786,663</u>	<u>1,525,871</u>	<u>189,529</u>	<u>8,502,063</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 9,764,518</u>	<u>\$ 1,525,871</u>	<u>\$ 266,706</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds 41,961,475

Other long-term assets are not available to pay for current period expenditures and therefore are not reported in the funds. 2,010,870

Internal Service Funds are used by the County to charge the costs of health and dental insurance. This amount represents the amount due from the Business-type Activities at year end. 1,825,586

Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds. Long-term liabilities at year end consist of:

Unearned revenue related to long-term receivable	(220,870)
Bonds payable	(28,120,949)
Notes payable	(256,734)
Capital lease payable	(242,543)
Accrued interest on long-term obligations	(312,001)
Net position of governmental activities	<u>\$ 25,146,897</u>

See accompanying notes to the basic financial statements

EXHIBIT D
 COUNTY OF CHESHIRE, NEW HAMPSHIRE
 Statement of Revenues, Expenditures and Changes in Fund Balances
 Governmental Funds
 For the Year Ended December 31, 2013

COUNTY OF CHESHIRE, NEW HAMPSHIRE
 Reconciliation of the Statement of Revenues, Expenditures
 and Changes in Fund Balances of Governmental Funds
 to the Statement of Activities
 For the Year Ended December 31, 2013

	General Fund	ARRA Fund	Nonmajor Governmental Funds	Total Governmental Funds	
Revenues:					
Taxes	\$ 23,122,637			\$ 23,122,637	
Intergovernmental	4,814,307		\$ 450,290	5,264,597	
Charges for services	12,107,561		23,954	12,131,515	
Interest and investment income	1,561	\$ 392	43	1,996	
Miscellaneous	728,055		17,720	745,775	
Total Revenues	<u>40,774,121</u>	<u>392</u>	<u>492,007</u>	<u>41,266,520</u>	
Expenditures:					
Current operations:					
General government	4,604,025		38,225	4,642,250	
Public safety	6,874,610		306	6,874,916	
Human services	8,077,425			8,077,425	
Conservation	63,187			63,187	
Economic development			435,710	435,710	(9,708)
Nursing home	14,956,671			14,956,671	
Capital outlay	978,598			978,598	
Debt service:					
Principal retirement	2,314,556			2,314,556	11,564
Interest and fiscal charges	1,366,797			1,366,797	
Total Expenditures	<u>39,235,869</u>	<u>-</u>	<u>474,241</u>	<u>39,710,110</u>	
Excess revenues (under) expenditures	1,538,252	392	17,766	1,556,410	2,314,556
Other financing sources (uses):					
Transfers in	246,142			246,142	
Transfers out		(233,848)	(12,294)	(246,142)	(130,000)
Total other financing sources (uses)	<u>246,142</u>	<u>(233,848)</u>	<u>(12,294)</u>	<u>-</u>	
Net change in fund balances	1,784,394	(233,456)	5,472	1,556,410	285,150
Fund balances at beginning of year, as restated	5,002,269	1,759,327	184,057	6,945,653	
Fund balances at end of year	<u>\$ 6,786,663</u>	<u>\$ 1,525,871</u>	<u>\$ 189,529</u>	<u>\$ 8,502,063</u>	<u>\$ 3,513,973</u>

Net Change in Fund Balances--Total Governmental Funds \$ 1,556,410

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which depreciation expense exceeded capital outlays in the current period. (1,287,068)

Governmental funds only report the disposal of assets to the extent proceeds are received from the sale. In the statement of activities, a gain or loss is reported for each disposal. This is the amount of the loss of disposed capital assets reduced by the actual proceeds received from the sale of capital assets. (9,708)

Governmental funds report the effect of bond issuance premiums when debt is first issued, whereas these amounts are amortized in the statement of activities over the life of the related debt. 11,564

Repayment of principal on bonds and capital leases is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. 2,314,556

Revenue received from the State of New Hampshire and reported in the lease receivable in the statement of net position. (130,000)

The Internal Service Fund is used by the County to charge the costs of dental and health insurance to individual funds. The net cost of the Internal Service Fund is reported in Governmental Activities. 285,150

Proceeds from note receivable issuances for the sale of capital assets are recognized as revenues in the statement of activities in the year of receipt of the note. The fund financial statements recognize revenue to the extent funds are received. This is the amount of note receivable issuance reduced by the net book value of capital assets sold. 747,640

In the statement of activities, interest is accrued on outstanding bonds and capital leases, whereas in governmental funds, an interest expenditure is reported when due. 25,429

Change in Net Position of Governmental Activities \$ 3,513,973

SCHEDULE I
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2013

Federal Granting Agency/Recipient State Agency/Grant Program/State Grant Number	Federal Catalogue Number	Expenditures
DEPARTMENT OF AGRICULTURE		
Received directly from U.S. Treasury Department Farmer's Market and Local Food Promotion Program #12-25-G-1601-NH	10.168	\$ 24,523
Total Department of Agriculture		<u>24,523</u>
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		
Pass Through Payments from Community Development Finance Authority Community Development Block Grants / State's Program and Non-Entitlement Grants in Hawaii #11-403-CDHS #11-403-CDED #10-403-CDPF	14.228	207,210 14,000 <u>223,000</u>
Total Department of Housing and Urban Development		<u>444,210</u>
DEPARTMENT OF JUSTICE		
Received directly from U.S. Treasury Department Drug Court Discretionary Grant Program #2013-DC-BX-0048	16.585	<u>16,533</u>
Pass Through Payments from the New Hampshire Department of Justice Violence Against Women Formula Grants - Recovery Act #2012-WF-AX-0004	16.588	<u>30,000</u>
Residential Substance Abuse Treatment for State Prisoners #2012RS10	16.593	<u>10,520</u>
Received Directly From U.S. Treasury Department Bulletproof Vest Partnership Program	16.607	<u>1,981</u>
Pass Through Payments from the New Hampshire Department of Justice Enforcing Underage Drinking Laws Program #2012CD29 #2011CD29	16.727	6,228 <u>4,842</u> <u>11,070</u>
Received Directly From U.S. Treasury Department Edward Byrne Memorial Justice Assistance Grant Program #2011-DJ-BX-3101 #2012-DJ-BX-0628	16.738	4,411 <u>11,953</u> <u>16,364</u>
Equitable Sharing Program	16.922	<u>305</u>
Total Department of Justice		<u>86,773</u>

See notes to schedule of expenditures of federal awards

SCHEDULE 1
COUNTY OF CHESHIRE, NEW HAMPSHIRE
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2013

Federal Granting Agency/Recipient State Agency/Grant Program/State Grant Number	Federal Catalogue Number	Expenditures
DEPARTMENT OF TRANSPORTATION		
Pass Through Payments from the New Hampshire Department of Transportation Enhanced Mobility of Seniors and Individuals with Disabilities #NH-65-X002	20.513	<u>112,373</u>
State and Community Highway Safety #315-14A-030 #315-13A-069	20.600	245 <u>1,483</u> <u>1,728</u>
Total Department of Transportation		<u>114,101</u>
DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Pass Through Payments from the Town of New Ipswich, New Hampshire Medical Reserve Corps Small Grant Program #1MRCSG101005-01	93.008	<u>1,723</u>
Pass Through Payments from the National Association of County and City Health Officials Medical Reserve Corps Small Grant Program #5MRC13-1587 #5MRCSG101005-02	93.008	2,992 <u>60</u> <u>3,052</u>
Pass Through Payments from the New Hampshire Department of Health and Human Services Public Health Emergency Preparedness	93.069	<u>93,135</u>
Substance Abuse and Mental Health Services - Projects of Regional and National Significance #1H79T11024980-01 #SAMHSA	93.243	79,801 <u>2,174</u> <u>81,975</u>
Pass Through Payments from the Community Health Institute National Bioterrorism Hospital Preparedness Program #2013-03	93.889	<u>6,000</u>
Pass Through Payments from the New Hampshire Bureau of Drug and Alcohol Services Block Grants for Prevention and Treatment of Substance Abuse #95846502	93.959	<u>70,015</u>
Total Department of Health and Human Services		<u>255,900</u>
DEPARTMENT OF HOMELAND SECURITY		
Pass Through Payments from the New Hampshire Department of Safety Emergency Management Performance Grants	97.042	<u>18,073</u>
Homeland Security Grant Program	97.067	<u>400,290</u>
Total Department of Homeland Security		<u>418,363</u>
Total Expenditures of Federal Awards		<u>\$ 1,343,870</u>

See notes to schedule of expenditures of federal awards

COUNTY OF CHESHIRE, NEW HAMPSHIRE
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
December 31, 2013

NOTE 1—GENERAL

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal financial assistance programs of the County of Cheshire. The County's reporting entity is defined in Note 1 of the County's basic financial statements.

NOTE 2—BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is presented using the modified accrual basis of accounting, which is described in Note 1 of the County's basic financial statements.

NOTE 3—RELATIONSHIP TO BASIC FINANCIAL STATEMENTS

The recognition of expenditures of federal awards has been reported in the County's basic financial statements as intergovernmental revenues in the governmental funds as follows:

Major Governmental Fund:	
General Fund	\$ 893,580
Nonmajor Governmental Funds	<u>450,290</u>
	<u>\$ 1,343,870</u>



County of Cheshire

33 West Street, Keene, NH 03431

Website: www.co.cheshire.nh.us

September 5, 2014

CHESHIRE COUNTY MISSION STATEMENT

Cheshire County is value and service driven. Cheshire County will be known as an innovative and progressive leader providing cost effective county services that are required by statute. Others will benchmark against Cheshire County as an example of the best in local government as we partner to meet the unique or unmet needs of county residents. The citizens and Board of Commissioners will be proud of the staff and have a firm belief in the reliability, truth and strength of the organization.

COUNTY BOARD OF COMMISSIONERS 2014

John M Pratt, Chairman, 1/1/11-12/31/14

Stillman Rogers, Vice Chairman, 1/1/13-12/31/16

Roger Zerba, Clerk, 1/1/13-12/31/14

Area Code 603

♦ County Commissioners 352-8215/Fax 355-3026 ♦ Registry of Deeds 352-0403/Fax 352-7678 ♦ Finance Department 355-0154/Fax 355-3000 - 33 West Street, Keene, NH 03431 ♦ County Sheriff 352-4238/Fax 355-3020 ♦ County Attorney 352-0056/Fax 355-3012 - 12 Court Street, Keene, NH 03431 ♦ Alternative Sentencing/Mental Health Court 355-0160/Fax 355-0159 - 265 Washington St. Keene N.H. ♦ Department of Corrections 825 Marlboro Street, Keene, 03431 - 903-1600/Fax 352-4044 ♦ Maplewood Nursing Home & Assisted Living 399-4912/Fax 399-7005 - TTY Access 1-800-735-2964 ♦ Facilities 399-7300/Fax 399-7357 ♦ Human Resources 399-7317/399-7378/Fax 399-4429 - 201 River Rd, Westmoreland, NH 03467 ♦ Grants Department 355-3023/Fax 355-3000 - 33 West Street, Keene, NH 03431

KEY ADMINISTRATIVE PERSONNEL - Amendment 1

NH Department of Health and Human Services

Contractor Name: County of Cheshire

Name of Program: Regional Public Health Network Amendment Award

BUDGET PERIOD: FY 18 Substance Use Disorders, Resiliency and Recovery- 2018-2019				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Melinda Seola-Mahar	MVP Executive Director	\$65,000	0.00%	\$0.00
Polly Morris	MVP Regional Coordinator	\$40,000	0.00%	\$0.00
Elyse Adams	MVP Program Assistant	\$26,325	19.69%	\$5,184.00
<i>*NOTE: salaries stated above are greater than those stated in the original contract as these employees received periodic COLA and performance raises.</i>		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$5,184.00

BUDGET PERIOD: FY 18 Community Health Improvement Planning				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Eileen Fernandes	GMPHN Coordinator	\$63,648	0.00%	\$0.00
Tricia Wadleigh	GMPHN EP Coordinator	\$41,683	4.74%	\$1,977.00
<i>*NOTE: salaries stated above are greater than those stated in the original contract as these employees received periodic COLA and performance raises.</i>		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$1,977.00

BUDGET PERIOD: FY 18 Radiological Health				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Eileen Fernandes	GMPHN Coordinator	\$63,648	0.00%	\$0.00
Tricia Wadleigh	GMPHN EP Coordinator	\$41,683	-4.74%	(\$1,977.00)
<i>*NOTE: salaries stated above are greater than those stated in the original contract as these employees received periodic COLA and performance raises.</i>		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				(\$1,977.00)

**If there are changes from the original contract in Radiological Health, please document above.*

Melinda S. Feola-Mahar

Summary of qualifications

Knowledgeable in managing departmental, interdepartmental, intra-agency and interagency systems in order to provide comprehensive services to consumers and their families.

Experienced in working collaboratively with state and local agencies to develop new and innovative service models, such as the Community Network Team, "A Place of My Own", Pilot Health, LLC and Monadnock ServiceLink, Monadnock Collaborative, Dental Health Works, and Monadnock Voices for Prevention.

Thirty years of experience in program development and implementation, including clinical, administrative, and fiscal accountability. Demonstrated experience with developing and implementing quality improvement initiatives.

Skilled in public speaking and consultation on a variety of topics, including clinical, academic, and administrative aspects of healthcare.

Education

Bachelor of Arts in Sociology; concentration gerontology; Clark University, 1981

Master of Arts in Counseling Psychology, Rollins College, 1990

Doctorate in Organizational Leadership, Franklin Pierce University 2014

Professional experience

January 2003 to Present: Adjunct Faculty, Granite State College, E&TP

Teach courses and workshops on parenting, adoption, behavior management, developmental and sibling psychology, and stress management to adult learners in the Monadnock Region.

August 2000 to Present: Executive Director, Monadnock Collaborative, Keene, NH

Provide administrative, fiscal and managerial leadership for the development and implementation of all projects, including Monadnock ServiceLink, Community Network Team, Monadnock Voices for Prevention, and Dental Health Works. Work directly with the Board of Directors to manage all aspects of the organization including but not limited to: corporate formation, establishment of federal 501 (c)(3) status, hiring and supervising paid and volunteer staff, community coalition building, grant writing, marketing, quality assurance, and fiscal management. Responsible for establishing and maintaining a working relationship with all funding sources and ensuring that the organization meets all regulatory standards.

1998 to Present: Administrator, Pilot Health, LLC, Keene, NH

Provide administrative, fiscal and managerial leadership for the development and implementation projects and services designed to enhance the long-term care service system for the Monadnock region. Current programs include Home and Community Based Case Management Services, Geriatric Care Management, and Congregate Housing Resident Support. Responsibilities include the formation of a Limited Liability Company, fiscal management, strategic planning, development of quality assurance and outcome measures, coordination of participating community agencies, grant writing, program and project development, hiring and supervision of staff, and coordination with state and federal agencies.

1993-1998: Director of Adult Case Management and Elderly Services,
Monadnock Family Services, Keene, NH

Oversaw the daily operations of four programs serving the needs of the chronically mentally ill and the older adult population. Provided direct supervision to program leaders. Worked collaboratively with all aspects of the agency to ensure quality of care, fiscal accountability, compliance with state and federal regulations, and continued program development. Consulted with and supervised the Coordinator of the Community Network Team to ensure the continued growth and development of this Health Care Transition Fund project. Participated in the Dual Eligible work group to represent the needs of mentally ill adults and elders in this project.

1986-1993: Director of Outpatient Services, Circles of Care, Inc., Melbourne, FL

Maintained a clinical psychotherapy practice of adults and families. Provided clinical and administrative supervision to all department staff. Oversaw the development and implementation of policies and procedures, utilization review and continued quality improvement measures as required by the Joint Commission for Accreditation of Hospitals (JCAHO). Responsible for the development and management of the department budget. Interfaced with state and federal agencies to ensure compliance with guidelines and regulations.

**Presentations and
Consultations**

1995 – Southern Wyoming Mental Health Center, Cheyenne, WY – Provided consultation to this agency regarding reorganization of their service delivery system and clinical treatment planning. Consultation provided through an onsite intensive training and ongoing oversight of implementation.

1995 – Trinity College, Burlington, VT/Middletown, CT, Satellite Campus – Taught course section on differential psychiatric diagnosis and community based treatment models.

1996 – IAPSRs, Detroit, MI – “Psycho-therapy in Psychosocial Rehabilitation”; “Multi-disciplinary Treatment Planning”

1996 – Partners for Change, Nashua, NH – “Managing Care in a Managed Care Environment”

1997 – National Association of Case Management, Orlando FL – “Breaking Down the Barriers: Case Management Without Walls”

2002 - Consulted on the development of New Hampshire ServiceLink Leadership Council

2003 - New Hampshire Conference on Aging, Concord, NH – “Caring for the Caregiver”

2003 - Alliance for Information and Referral, Cleveland, OH - “NH ServiceLink Network”

2003 – Southeastern Vermont Community Action – consulted on the development of a corporate safety plan; provided staff training on dealing with difficult clients

2003 - New England Conference on Economic Development for Disabled Adults – “Creating community responsive dental care”

2003 - Consulted on the re-organization of the Sullivan County ServiceLink Program

2004 – Consulted with the Upper Valley Community Benefits Coalition regarding legal options for formalizing the Coalition: Monadnock Collaborative model.

2004 – American Society on Aging, conference, San Francisco, CA – “Geriatric Care Coordination”

Polly Morris

Substance Abuse Prevention and Community Organizing

Monadnock Voices for Prevention Keene, NH 01/13-present

Regional Coordinator

- Work with the communities in the Monadnock Region to build relationships and partnerships
- Communicate with Executive Committee, Leadership Team, State Representatives, Communities within the region, and Partnerships via telephone, e-mail, face-to-face or group as necessary to maintain and implement communication mechanisms
- Provide facilitation and meeting support
- Provide oversight for appropriate and adequate allocation of funding
- Provide direction and guidance to Monadnock Region's membership
- Meet work plan requirements
- Comply with all reporting requirements of Monadnock Collaborative, Cheshire County, Bureau of Drug and Alcohol Services, and other funders as developed.
- Collaborate with Leadership Team and fiscal agent to manage and report on funding distribution.
- Track and report on regional activities as outlined in funders scope of service.
- Lead and/or participate in funder's site visits.
- Obtain and maintain Certified Prevention Specialist
- Attend training and seminars to increase professional development and maintain a current knowledge of best prevention practices, procedures, and methods.

Counseling Work Experience

The Phoenix House Dublin, NH 03/10 – 10/12

Academy Adolescent Program

Youth Counselor

- Created Individual Action Plans for clients to provide quality and effective substance abuse treatment by consulting and assessing with clinical team
- Managed implementation of plan by ministering direct counseling for individuals and families
- Liaised strong community relationships with local police force, area schools, colleges and churches
- Fostered local community outreach enlisting client involvement to promote public awareness
- Motivated clients to utilize internal and external resources to fully invest in their own recovery

Food Service Work Experience

Summerhill Assisted Living Peterborough, NH 11/09 - 03/10

Kitchen Manager / Food Services Specialist

- Provided a variety of healthy, creative, meals and snacks reflective of a caring home environment
- Collaborated with clinical staff to ensure medical requirements for proper nutritional requirements
- Conducted team meetings to guarantee food service department met corporate budget goals and state health codes
- Interviewed residents on personal preferences and dietary needs

Crotched Mountain Rehab Center

Greenfield NH

04/08 – 11/09

Kitchen Manager / Dietary Aide

- Chef trained to prepare and execute all meals and snacks for group homes, school and employee dining
- Managed weekend reduced staffing to provide full service meals and snacks
- Collaborated with dieticians to provide specific dietary requirements for brain injury clients

Education and Achievements

- Bachelor of Science in Human Services specializing in Addiction Counseling GPA-3.76
Springfield College, Manchester, NH
- Currently pursuing Masters Degree in Mental Health, Springfield College
- Winner, Springfield College Humanics Award 2012
- Winner, Phoenix House Excellence Award 2011
- Participated in compliance checks with Cheshire Coalition for Tobacco Free Communities

Volunteer and Community Work

- Active member Monadnock Alcohol and Drug Abuse Coalition as prevention team specialist
- Driver for Phoenix House Adult Program

Polly Morris

Professional References:

Melissa Chickering – Director, Phoenix Academy Dublin, NH Keene, NH 03431 (603)209-0227	Elisabeth Brown (LB) - City of Keene Youth Services Manager 3 Washington St Keene, NH 03431 (603)357-9811
Kate McNally - Program Coordinator, Cheshire Coalition for Tobacco Free Communities Cheshire Medical Center/Dartmouth-Hitchcock Keene 580 Court Street	Robin Quinn – Business office manager, Summerhill Asisted Living Peterborough, NH 03458 (603)924-6238
Ralph Walters – Executive Chef, Crotched Mountain Rehabilitation CTR Nelson, NH 03457 (603)847-9937	

Elyse Adams

Objective

I am interested in obtaining a challenging and fulfilling position in Human Service.

Abilities

- Microsoft Office
 - Word – Intermediate
 - Excel – Intermediate – including basic formulas and file matching
 - Publisher- Intermediate
 - Outlook- Intermediate
- Some Access
- X1 Solutions Database
- BPCS Inventory Control
- Customer Service Skills
- P.I.E.R.S- Data entry system
- P.W.I.T.S- Data entry system

Employment History

Program Assistant

03/19/2012-Current

Monadnock Collaborative

Keene, NH

- Logistics- Organizing and arranging food and location for events
- Participating in meetings with community members
- Working with the Regional Network of Substance Misuse Leadership Team
- Entering data into database
- Making connections with people in the Monadnock Region
- Contacting partners, coalition members, community members, and service providers through direct contact, email, or phone calls
- Taking meeting minutes
- Organizing and copying material for distribution
- Organizing and creating media advertisements and press releases
- Filing all paperwork, data collections, and handouts
- Assist Regional Substance Misuse Coordinator with Strategic Planning process
- Maintenance of Facebook, Twitter, and web page
- Assisting in grant writing process

NE Scheduler/ Logistics Coordinator

02/2006 - 04/2009

C&S Wholesale Grocers

Keene, NH

- Scheduled appointments for 3rd party carriers into the various warehouses
- Appointed carriers into warehouses using on-line data entry in Retalixtraffic.com through phone calls and web (email) requests
- Maintained a record of all calls in Excel
- Received 60-120 calls per day with the heavier volume during the holidays or when covering for personnel out of the office
- Contacted and rescheduled carriers when a warehouse was too full by scheduling another appointment in a different warehouse or hired storage facility
- Created Purchase Orders for products going from one C&S warehouse to another C&S warehouse
- Created and maintained the transportation log for all purchase orders daily and week
- Assisted the Supervisor with the creation of reporting spreadsheets for the department Vice President

Sales Marketing Assistant

February 2004 – August 2004 Schleicher & Schuell BioScience Keene, NH

- Database entry and maintenance using X1 Solutions – a customer relations management database
- Entered and fulfilled leads from advertising, trade shows, and the sales team
- Generated and cleaned up sales reports in Excel requested from Sales and Marketing using BPCS – the inventory, purchasing, and customer reporting management system

Educational History

Completion Date	Issuing Institution	Qualification	Course of Study
06/2004	Monadnock Regional High School	High School Diploma	General high school curriculum
04/2012	Axia University of Phoenix	Associates of Arts	Human Service Management
06/2013	NH Providers Association	Certificate	Grant Writing
Current	Axia University of Phoenix	Bachelors of Science	Psychology

EILEEN M. FERNANDES

SUMMARY OF QUALIFICATIONS:

- Proven ability to coordinate and organize diverse groups with common goals
- Over twenty-five years of experience supporting individuals with severe and persistent mental health concerns, developmental disabilities, and/or poverty issues
- Excellent organizational skills
- Dependable and reliable
- Proven ability in crisis intervention; ability to function effectively under pressure
- Self-initiating, self-motivating
- Proven problem-solving skills
- Creative, flexible

PROFESSIONAL EXPERIENCE:

Cheshire Medical Center, Keene, NH

May 2007 - Present

Greater Monadnock Public Health Network Coordinator

Responsible to provide leadership for the development and readiness of regional, county, and local public health emergency response capabilities and capacities; facilitate efforts among regional public health system partners to strengthen the capabilities of public health system within the region; and participate in local health assessments.

Operation Flood Recovery, Keene, NH

2005–2007

Project Director

Responsible for service delivery to individuals affected by flooding that occurred in five counties during October 2006. Tasks include: assessing and identifying unmet needs; coordinating with state and federal programs, local agencies, and volunteer groups assisting in recovery efforts; supervision of VISTA volunteer; program administration including service documentation, budget management, and the development of a data management system.

Cheshire Housing Trust, Keene, NH

2003-2005

Housing Program Director

Responsibilities include planning, development, and service delivery of the Homeownership Resource Center which includes group and individual support to first time home buyers; coordination and implementation of the Individual Development Account Program; work in collaboration with the Executive Director to secure grant opportunities, supervise Housing Specialist and Property Manager, oversee all aspects of housing application process, resident services and property maintenance; complete all necessary agency, state, and federal reports as required.

Southeastern Vermont Community Action, Inc, Westminster, VT

2001-2003

Family Services Director

Responsibilities include administrative oversight of program; supervision of five employees, fiscal development and management of department budget, grant writing, reporting and monitoring, collaborate and coordinate with local, state, and federal agencies; ensure appropriate delivery of services to low income population in two counties.

Monadnock Family Services, Keene, NH

1993 - 2001

Coordinator of Residential and Special MIMS (MENTAL ILLNESS MANAGEMENT) Services (1995-2001) Responsibilities include administrative oversight of two programs: management of \$500,000 budget, supervision of ten to fifteen employees, coordinating admissions/discharges to both programs, coordinating with community and state agencies to ensure compliance with all licensing requirements, and collaborating with other departments and outside agencies.

CASE MANAGER (1994-1995)

Responsibilities included: assessment, coordinated service delivery, provided symptom management and education, provided supportive counseling to individuals and families, liaison with service providers, advocated on behalf of consumers and crisis intervention.

VOCATIONAL SPECIALIST (1993-1994)

Responsibilities included developing employment opportunities, teaching job readiness skills, and offering continuous vocational support. Coordinated service delivery with the Division of Vocational Rehabilitation, Department of Employment Services, Job Training Council, Division of Human Services, and the Social Security Administration.

Circles of Care, Incorporated, Melbourne, FL

1986 - 1993

(Comprehensive community mental health center)

CASE MANAGEMENT COORDINATOR (1989-1993)

LEAD CASE MANAGER (1987-1989)

CASE MANAGER (1986-1987)

PROFESSIONAL AFFILIATIONS AND CERTIFICATIONS:

- New Hampshire Public Health Association, member 2013
- Board of Directors of Dental Health Works 2011- present
 - President of Board 2012 – present
- Dental Public Health Task Force, Chair 2011 – present
- Board of Directors of Cheshire Homes, Inc. 1995 – present
- Board of Directors of NH Coalition to End Homelessness 2001
- Board of Directors of AIDS Services of the Monadnock Region 1996 - 2000
- Board of Directors of Wyman Way Cooperative 1994 - 1999

EDUCATION/TRAINING:

Marlboro College Graduate School, Brattleboro, VT.

Master of Science in Management- Health Care Administration, 2012

North Adams State College, North Adams, MA.

Bachelor of Arts in Sociology, 1982

National Community Action Management Academy

Building Teams that Build Communities - 4 week program, 2003

REFERENCES: Available upon request.

Professional Accomplishments**Cheshire Medical Center/Dartmouth-Hitchcock Keene**Emergency Preparedness Coordinator
Greater Monadnock Public Health Network**5/2012 - present**

40 Hours per Week

As an Emergency Preparedness Coordinator I continue to improve my skills in public health emergency preparedness planning, evaluation, and improvement.

- Coordinated and updated the Greater Monadnock Public Health Emergency Response Annex which serves as an appendix for our 33 town Local Emergency Operation Plans
- Co-planned and successfully executed 4 community exercises in two years
- Coordinate with regional healthcare and emergency planning and response partners to plan and execute multi sector trainings and exercises
- Partner with regional organizations such as Healthy Monadnock 2020 and Monadnock Voices for Prevention for diverse public health projects and initiatives
- Co-direct the Greater Monadnock Medical Reserve Corps with over 100 members

Centers for Disease Control and PreventionPublic Health Associate – Field assignee
Two year assignment in Maricopa County, Arizona detailed below**7/18/10 – 5/2012****Maricopa County Department of Public Health, Phoenix, AZ**Office of Preparedness and Response (OPR)
4041 N. Central Ave Suite 600
Phoenix, Arizona 85012**7/18/11 – 5/2012**

40 Hours per Week

Project Management Specialist, CDC Public Health Associate

As a field assignee and a project management specialist I was able to hone my skills in public health emergency preparedness planning, response, evaluation, and improvement.

- Coordinated and compiled the Radiation and Nuclear Device Annex of the County's Emergency Response Plan (ERP): Served as MCDPH point person and subject matter expert for the public health nuclear/radiation response
- Co-planned, implemented, and evaluated the public health response to a simulated 10 KT Improvised Nuclear Device (IND) explosion in Arizona's largest preparedness and response statewide exercise to date.

Maricopa County Department of Public Health, Phoenix, AZOffice of Epidemiology
4041 N. Central Ave Suite 600
Phoenix, Arizona 85012**7/18/10 - 7/17/11**

40 Hours per Week

Data Analyst, CDC Public Health Associate

As a data analyst and a CDC field assignee I further developed my analytical skills (reports, trends, intervention recommendations, etc.) along with my communication skills (presentations, press releases, interviews, etc.). As part of the Vector-Borne and Zoonotic Disease Team during a West Nile virus outbreak in Arizona, I participated in CDC/MCDPH WNV EpiAid projects to evaluate WNV testing completeness among patients with meningitis/encephalitis and to evaluate WNV RNA levels during 5 months after infection.

Education

Master of Public Health, University of New Hampshire
Manchester, New Hampshire, 2014

Bachelor of Science, Public Health, University of Tampa
Tampa, Florida, 33606, 2010

Spring Semester Abroad, Florence University of the Arts
Florence, Italy, 2009

Diploma, Wilton-Lyndeborough High School, Wilton, New Hampshire, 03086, 2006

Trainings

Introduction to Mathematical Modeling of Infectious Disease Transmission, How to Conduct a TB Investigation, Moulage, Radiation 101, How to Develop a Registry, Exercise Controller/Evaluator, Emergency Support Function (ESF) #8 Public Health and Medical Services, Bed Bug Education, Family Assistance Center Training, CPR/AED, Disability Awareness, Psychological First Aid, Traffic Control, Active Shooter, When Helping Hurts, Social Media, Animal First Aid, Emergency Animal Shelter Training, Autism Awareness, Cultural Diversity, Homeland Security Exercise and Evaluation Program

Certifications

September 2010 – October 2011 Federal Emergency Management Agency (FEMA)

Certified as a Tier II responder

- National Incident Management System (NIMS) An Introduction, ICS-700
- Introduction to Incident Command System, ICS-100
- ICS for Single Resources and Initial Action Incident, ICS-200
- National Response Framework, An Introduction, ICS-800
- Intermediate Incident Command System (ICS), MAG 300
- Advanced Incident Command System, MAG 400

Publications

I.B Weber, N.P. Lindsey, A.M. Bunko Patterson, G. Briggs, **T.J. Wadleigh**, T.L. Sylvester, C. Levy, K.K Komatsu, J.A Lehman, M. Fischer, J.E Staples. *Completeness of West Nile virus testing among patients with meningitis and encephalitis during an outbreak in Arizona*. United States. Epidemiology and Infection.

Steven A. Baty, Katherine B. Gibney, J. Erin Staples, Andrean Bunko Patterson, Craig Levy, Jennifer Lehman, **Tricia Wadleigh**, Jamie Feld, Robert Lanciotti, C. Thomas Nugent, and Marc Fischer. *Evaluation for West Nile Virus (WNV) RNA in Urine of Patients within 5 Months of WNV Infection*. The Journal of Infectious Disease.

Presentations

"NH Strategic National Stockpile Planning: Where are we Now?" 10th Annual NH Emergency Preparedness Conference. June 2014

"Emergency Preparedness in Long Term Care" Emergency Preparedness Seminar, New Hampshire Health Care Association. November 2013

"Keys to Emergency Planning: New Changes to Emergency Preparedness in the Assisted Living Rules and How to Begin Instituting a Plan with the Assistance of the Public Health Networks" 24th Annual Fall convention, New Hampshire Association of Residential Care Homes, October 2013

"Maricopa County Rabies Website and 2010 Rabies Report." Presented to the Office of Epidemiology, Maricopa County Department of Public Health, Phoenix, USA, July 2011

"Aseptic Meningitis Surveillance and Enhanced Surveillance." Presented to the Office of Epidemiology, Maricopa County Department of Public Health, Phoenix, USA, April 2011

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STATE OF NEW HAMPSHIRE JUN06'13 PM 1:33 DAS

DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 14, 2013

G&C Approved

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

Date 6/19/13
Item # 103

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control and Bureau of Public Health Protection and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into an agreement with the County of Cheshire (Vendor #177372-B001), 33 West Street, Keene, NH 03431, in an amount not to exceed \$320,236.00, to improve regional public health emergency preparedness and substance misuse prevention and related health promotion capacity, 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 SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

86.27% Fed, 5.61% General, 8.12% Other

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$61,738.00
SFY 14	102-500731	Contracts for Prog Svc	90077026	\$20,000.00
			Sub-Total	\$81,738.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$61,738.00
SFY 15	102-500731	Contracts for Prog Svc	90077026	\$20,000.00
			Sub-Total	\$81,738.00
			Sub-Total	\$163,476.00

05-95-90-901510-5398 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU PUBLIC HEALTH PROTECTION, EMERGENCY RESPONSE

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90030000	\$13,000.00
SFY 15	102-500731	Contracts for Prog Svc	90030000	\$13,000.00
			Sub-Total	\$26,000.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES,
PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
			Sub-Total	\$130,760.00
			Total	\$320,236.00

EXPLANATION

Funds in this agreement will be used to allow the County of Cheshire to align a range of public health and substance misuse prevention and related health promotion activities. The County of Cheshire will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

This agreement will build regional capacity in three broad areas: a Regional Public Health Advisory Committee; Regional Public Health Preparedness; and Substance Misuse Prevention and Related Health Promotion services. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

The County of Cheshire will also lead a coordinated effort with regional public health, health care and emergency management partners to develop and exercise regional public health emergency response plans to improve the region's ability to respond to public health emergencies. The County of Cheshire will also support a Medical Reserve Corps unit made up of local volunteers who work in emergency medical clinics and shelters. Additional funding is provided to support planning to receive evacuees in the event of a radiological emergency related to Vermont Yankee and also to support contracted radiological health personnel to participate in trainings and emergency drills to increase the number of personnel qualified to respond to a nuclear power plant incident. These regional activities are integral to the State's capacity to respond to public health emergencies.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated

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and the Honorable Council
May 14, 2013
Page 3

more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and "super storm" Sandy.

The County of Cheshire will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play."

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in this region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services.

The County of Cheshire was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with the County of Cheshire being the sole bid to provide these services in this region. This bid

was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Emergency preparedness, radiological response, and substance misuse prevention and related health promotion services were contracted previously with this agency in SFY 2012 in the amounts of \$87,500, \$7,000 and \$75,000 respectively. This represents a decrease of \$5,762 in emergency preparedness funds due a new funding formula that included both a base award plus a population-based allocation. Radiological response funds are increased by \$6,000 due to an expanded scope of work. Substance misuse prevention and related health promotion services will be reduced by \$9,620 as a result of an increase from 10 to 13 in the number of regional prevention networks being funded.

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

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the Division of Public Health Services that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).
- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units.

Radiological Emergency Workforce Capacity

- Percent of individuals referred by the NH Division of Public Health Services who enter into a subcontract to participate in radiological emergency planning, training and exercises.

Area served: Alstead, Antrim, Bennington, Chesterfield, Dublin, Fitzwilliam, Frankestown, Gilsum, Greenfield, Greenville, Hancock, Harrisville, Hinsdale, Jaffrey, Keene, Marlborough, Marlow, Nelson, New Ipswich, Peterborough, Richmond, Rindge, Roxbury, Sharon, Stoddard, Sullivan, Surry, Swanzey, Temple, Troy, Walpole, Westmoreland and Winchester.

Source of Funds is 86.27% Federal Funds from the U.S. Centers for Disease Control and Prevention and Substance Abuse and Mental Health Services Administration, 5.61% General Funds and 8.12% Other funds funded from Transfer from Emergency Management.

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

Respectfully submitted,

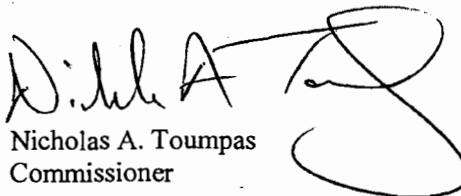


José Thier Montero, MD
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



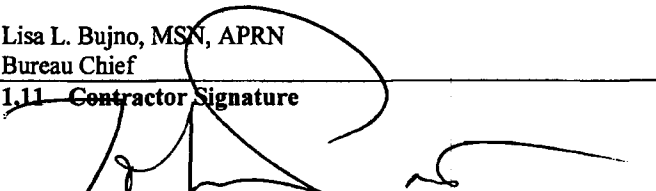
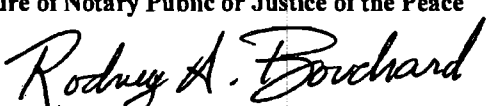
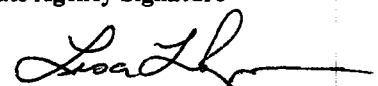
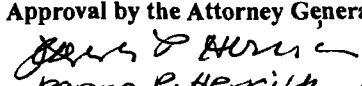
Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js

Subject: Regional Public Health Network Services

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 County of Cheshire		1.4 Contractor Address 33 West Street Keene, NH 03431	
1.5 Contractor Phone Number (603) 355-3023	1.6 Account Number 05-95-90-902510-5171-102-500731 See Exhibit B for additional account numbers.	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$320,236.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John M. Pratt, Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>CHESHIRE</u> On <u>4/24/13</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 RODNEY A. BOUCHARD		RODNEY A. BOUCHARD, Justice of the Peace My Commission Expires February 9, 2015	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herlihy, Attorney On: <u>27 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services

Regional Public Health Network Services

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

CONTRACTOR NAME: County of Cheshire
33 West Street

ADDRESS: Keene, NH 03431

Board Chairperson: John Pratt

TELEPHONE: (603) 355-3023

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related

services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups
 - 5.7. Documentation and record-keeping

- 5.8. Process for reviewing and revising the policies and procedures
6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.¹
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Coordinate a hazard vulnerability assessment (HVA) (aka jurisdictional risk assessment) focused on public health, health care and behavioral health systems. The HVA will consist of 3 half-day meetings of regional partners that assess the impact to these three systems in the region from various types of hazards; identify existing preparedness capabilities that mitigate the impact; and identify priority interventions to address gaps. The HVA will be led by DHHS staff and an agency contracted by the DPHS.

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
 - 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).
 - 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
 - 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. Radiological Emergency Planning and Response

A. Radiological Emergency Workforce Capacity

The contractor shall act as a fiscal agent to enter into subcontracts with individuals selected by the DPHS to provide specified services as determined by the DPHS in support of the State of New Hampshire's Radiological Emergency Plan (REP). A list of these individuals, including personal information necessary to process invoices shall be supplied to the contractor by the State of New Hampshire REP Program Planner prior to the commencement of this activity. The NH DPHS will select a single contractor to administer this function statewide. The DPHS assumes responsibility for identifying individuals eligible to provide services under these subcontracts; assuring adequate performance; directing the activities that are eligible for reimbursement; and approving all invoices prior to authorizing the contractor to make payments.

1. Enter into subcontracts with individuals selected by the NH DPHS to conduct the planning and response activities described below. Planning activities include trainings, drills and graded exercises with Seabrook Station in SFY 2014 and Vermont Yankee in SFY 2015. Real-life response activities related to either of these two facilities are reimbursable during the length of this agreement.
 - 1.1 The contractor shall administer a minimum of one and no more than eight subcontracts unless both parties give prior consent to an increase in the number. A minimum of \$9,000 must be budgeted for subcontract reimbursements.
 - 1.2 The DPHS REP Program will provide invoice forms to be used by subcontracted individuals to document the costs being charged. Reimbursement rates will be negotiated between the NH DPHS and the subcontracted individual(s). In order to receive reimbursement the subcontracted individual must provide as part of the invoice the date and hours worked; a description of the planning or response activity; miles traveled; and miscellaneous expenses incurred while engaging in REP related activities. The individual will submit invoices that include all the required information to the contractor for processing and payment.
 - 1.3 The contractor shall submit invoice forms to the REP Program Planner for verification of the submitted invoice information prior to providing payment to the subcontracted individual. Notification may be made by mail, an e-mail attachment, or fax.

B. Potassium Iodide Mass Dispensing Planning

1. The contractor in Region 7 & 9 will collaborate with the NH DPHS and the NH DHHS ESU to develop Potassium Iodide mass dispensing plans at Reception Centers and other locations identified during the planning process. Such plans would only be activated in response to a nuclear plant event.
2. The contractors in both these regions will attend planning meetings with state and local partners to integrate and, as necessary, expand existing regional mass dispensing plans into the REP.
 - 2.1 Participate in up to four one-day emergency drills per year.
 - 2.1.1 During SFY 14 the contractor in Region 7 will participate as an observer or evaluator and in 2015 as an active player.
 - 2.1.1.1 During SFY 14 the contractor Region 9 will participate as an active player and in 2015 as an observer or evaluator.

5. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.

- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report):

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

Radiological Emergency Workforce Capacity

- Percent of individuals referred by the NH DPHS who enter into a subcontract to participate in radiological emergency planning, training and exercises (Radiological Emergency Workforce awardee only).

6. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Radiological Emergency Preparedness and Response

PHN coordinator from the funded regions will attend a one-day training on the NH REP.

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

7. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. Regional Radiological Emergency Planning and Response, Mass Dispensing Planning
- e. Training and Technical Assistance
- f. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.

- 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
- 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2. Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness and Radiological Preparedness

1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion

1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).

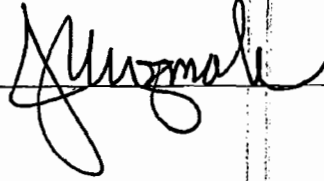
1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

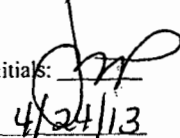
I understand and agree to this scope of services to be completed in the contract period. In the event our agency is having trouble fulfilling this contract we will contact the appropriate DHHS office immediately for additional guidance.

Executive Director Signature: _____



Contractor Initials: _____

Date: _____



4/24/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

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

CONTRACTOR NAME: County of Cheshire
33 West Street
ADDRESS: Keene, NH 03431
Board Chairperson: John Pratt
TELEPHONE: (603) 355-3023

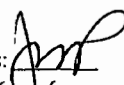
Vendor #177372-B001	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #90077026	Appropriation #05-95-90-902510-5171-102-500731
	Job #90030000	Appropriation #05-95-90-901510-5398-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734

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:

\$123,476 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds, \$40,000 for Public Health Preparedness – Cities Readiness Initiative, funded from 100% federal funds from the U.S. CDC, (CFDA #93.069), \$26,000 for Radiological Emergencies, funded from 100% Other funds, Transfer from Emergency Management, and \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959).

TOTAL: \$320,236

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.
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.

Contractor Initials: 
Date: 4/24/13

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

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

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

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

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

- 9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

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

- 10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public

Standard Exhibits A - J

Initials: *JMT*

Date: 4/24/13

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, DHHS in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. **Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

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.

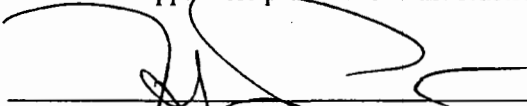
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

	<i>Chairman</i>
_____ Contractor Signature	_____ Contractor's Representative Title
County of Cheshire _____ Contractor Name	4/24/13 _____ Date



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Regional Public Health Network Services**

This 1st Amendment to the City of Nashua, Division of Public Health and Community Services, contract (hereinafter referred to as "Amendment One") dated this 11th day of November, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Nashua, Division of Public Health and Community Services, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 18 Mulberry Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 24, 2013, Item #27B, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to change the scope of services and the price limitation, and

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

1. **Change** price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$639,960.

2. **Add** Exhibit A-1, Additional Scope of Services

3. **Amend** Exhibit B, Purchase of Services, Contract Price, to add:

- 1.1. The contract price shall increase by \$25,000 for SFY 2015 for a total increase of \$25,000.

- 1.2. Funding is available as follows:

- \$15,000 - 100% Federal Funds from the Substance Abuse and Mental Health Services, CFDA #93.959, Federal Award Identification Number (FAIN), TI010035-14;
- \$10,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037.

4. **Amend** Exhibit B, Purchase of Services, Contract Price, to:

Delete: Paragraph 6 and,



Replace with:

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

5. **Amend** Budget to add: Exhibit B-1 (2015)

6. **Amend** Exhibit C, Special Provisions to:

Delete: Exhibit C, Special Provisions,

Replace with: Exhibit C, Special Provisions Amendment #1

7. **Add**: Exhibit C-1, Revisions to General Provisions

8. **Amend** Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance to:

Delete: Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and;

Replace with: Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection Amendment #1

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



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

State of New Hampshire
Department of Health and Human Services

1/15/15
Date

[Signature]
Brook Dupee
Bureau Chief

City of Nashua, Division of Public Health and
Community Services

November 24-2014
Date

[Signature]
Name:
Title:

Acknowledgement:

State of NH, County of HILLSBOROUGH on NOV. 24, 2014 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or ~~Justice of the Peace~~

BRENDA J. CLOUTIER EXEC. SEC'Y
Name and Title of Notary or Justice of the Peace

My Commission Expires: 1/25/17

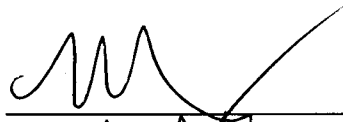
Contractor Initials: [Signature]
Date: 11/24/14



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

OFFICE OF THE ATTORNEY GENERAL

1/26/15
Date


Name: Michael A. Foye
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: pl
Date: 1/24/15



Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is

DL

11/24/14



Exhibit A-1

- made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.
- 1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.
- 1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

- 1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.
- 1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:
 - 1.2.1 Understand the nature of substance use disorders;
 - 1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;
 - 1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;
 - 1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;
 - 1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:
 - 1.2.5.1 Environmental strategies
 - 1.2.5.2 Prevention services
 - 1.2.5.3 Intervention services
 - 1.2.5.4 Treatment services
 - 1.2.5.5 Recovery support services
- 1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.
 - 1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and



Exhibit A-1

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
 - 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Reporting Requirements

1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

1. Completion and approved work plan within one month of the approved contract.
2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

1. Completion and approved work plan within one month of the approved contract.



Exhibit A-1

2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

**Exhibit B-1 - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: City of Nashua NH Division of Public Health and Co

Regional Public Health Network Amendment

Budget Request for: Award

(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)

Line Item	Direct Incremental	Indirect	Total	Allocation Method to Indirect
1. Total Salary/Wages	\$ -	\$ 1,190.00	\$ 1,190.00	Based on actual costs for time spent by Division Director and Finance personnel
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ 8,000.00	\$ -	\$ 8,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 1,525.00	\$ -	\$ 1,525.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,000.00	\$ -	\$ 1,000.00	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 4,285.00	\$ -	\$ 4,285.00	
11. Staff Education and Training	\$ 7,000.00	\$ -	\$ 7,000.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Printing	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 23,810.00	\$ 1,190.00	\$ 25,000.00	

Indirect As A Percent of Direct

5.0%

Contractor Initials: DC
Date: 11/24/14



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

3. Renewal:

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of the competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Insurance

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence.

DC
Date 11/24/14



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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

dc

Date

11/24/14

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



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

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

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

11/24/14
Date

Contractor Name:

Donna Ke Lozano
Name: Donna Ke Lozano
Title: Mayor

Exhibit G- Amendment #1

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

Contractor Initials DL

Date 11/24/14



City of Nashua

Office of the City Clerk

Paul R. Bergeron
City Clerk

Patricia Piecuch
Deputy City Clerk

229 Main Street
P.O. Box 2019
Nashua, NH 03061-2019

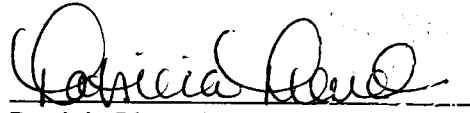
(603) 589-3010
Fax (603) 589-3029
E-Mail: cityclerkdept@NashuaNH.gov

CERTIFICATE OF AUTHORITY

I, Patricia Piecuch, Deputy City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I am the duly appointed Deputy City Clerk of the City of Nashua, NH;
2. I maintain and have custody of and am familiar with the seal, election results and minute books of the municipality;
3. I am authorized to issue certificates with respect to the contents of such records and to affix such seal to such certificates;
4. That Donnalee Lozeau was duly elected as Mayor of the City of Nashua at the Municipal Election held on November 8, 2011, by the voters of the City of Nashua;
5. That Donnalee Lozeau was duly sworn in as Mayor of the City of Nashua on January 8, 2012, for a term of four years to expire on December 31, 2015; and
6. That as Mayor of the City of Nashua, she has full authority to sign any and all contracts on behalf of the City of Nashua.

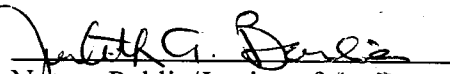
IN WITNESS WHEREOF, I have hereunto set my hand as the Deputy City Clerk of the Municipality this tenth day of December 2014.


Patricia Piecuch, Deputy City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On December 10, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me to be the Deputy City Clerk of the Municipality identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

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


Notary Public/Justice of the Peace

JUDITH A. BOILEAU
Notary Public - New Hampshire
My Commission Expires August 22, 2017



ORDINANCE

AUTHORIZING THE CITY OF NASHUA TO ACCEPT CERTAIN UNANTICIPATED FUNDS AND GIFTS OF PERSONAL PROPERTY

CITY OF NASHUA

In the Year Two Thousand and Eight

The City of Nashua ordains that Part I “Administrative Legislation”, Chapter 5 “Administration of Government”, Article XXVI “Accounts and Warrants”, § 5-132 “Money received; payment to Treasurer; receipts” is hereby amended by adding the following new sections:

“§ 5-132. Money received; payment to Treasurer; receipts.

...

- C. The City of Nashua and its divisions and departments may apply for, accept and expend, unanticipated money of less than twenty-five thousand (\$25,000) dollars from the state, federal or other governmental unit or a private source which becomes available during the fiscal year, consistent with the provisions of RSA 31:95-b. The board of aldermen shall include notice of the funds on the agenda of any regular board meeting and shall record the notice and discussion in the minutes of that meeting.

- D. The City of Nashua may accept gifts of personal property, other than money, with a value of one thousand (\$1,000) dollars or less, offered to the city for any public purpose, consistent with the provisions of RSA 31:95-e. The board of aldermen shall include notice of the gift on the agenda of any regular board meeting and shall record the notice and discussion in the minutes of that meeting. Receipt of the gift may occur before the date of the meeting when discussion occurs.”

PASSED BY THE BOARD OF ALDERMEN – NOVEMBER 12, 2008
APPROVED BY THE MAYOR – NOVEMBER 17, 2008
ATTEST: PATRICIA PIECUCH, DEPUTY CITY CLERK



Donnalee Lozeau
Mayor
City of Nashua



Intergovernmental Grants and Reimbursements Management Policy

1. PURPOSE

The City of Nashua recognizes that grant and reimbursement funding provides significant resources to enhance its ability to provide services and activities not otherwise available. The City will seek intergovernmental funding for activities that are determined to further or enhance basic City functions or that provide for activities which are in the best interests of our citizens. The City will examine the benefits of all intergovernmental grants or reimbursements prior to application and decline any funding determined not to meet the above criteria.

The purpose of this policy is to establish uniform guidelines for the application and management of intergovernmental grants and reimbursements, and to ensure that City divisions and departments are accountable for proper documentation, administration, and reporting.

2. APPLICABILITY

This policy applies to all City of Nashua divisions and departments and to all city officials and their employees that research, apply for, and administer intergovernmental grants or reimbursements.

3. DEFINITIONS

3.1 "Accruals" means pending revenue for work completed, services provided or sales made in one year, whether billed or not billed, that is not received until the next year.

3.2 "Indirect Costs" are costs associated with the administrative and general functions of City government that support direct services of a grant or fund. Indirect costs include such things as cost of facilities, utilities, insurance, accounting and payroll, information technology, infrastructure, etc.

3.3 "State and Federal Grants" are revenues received from the state or federal government (directly or indirectly).

3.4 "City" refers to the City of Nashua.

3.5 "Responsible City Official" as used in this policy means elected official and/or appointed division head responsible for managing and administering intergovernmental grants or reimbursements.

4. AUTHORITIES

All grant contracts will be approved in accordance with the City's purchasing and financial policies and procedures. A pre-application grant review form must be completed and approved by the Mayor prior to submission of grant applications.

Grant applications may be completed, signed, and submitted by Responsible City Officials (subject to approval of the Mayor and the appropriate Board or Commissioners if required) prior to an award being submitted for approval by the Board of Aldermen, if required.

Acceptance and appropriation of grant awards for \$25,000 and over requires the approval of the Board of Alderman in accordance with New Hampshire RSA 31:95(b). Grant awards in amounts under \$25,000 may be applied for, accepted and expended without Board of Aldermen approval in accordance with City NRO 5-132(c).

5. COORDINATION OF GRANT POLICY AND GRANT OPERATIONS

The City must be able to track and manage grants at all stages of the grants process from research through project completion.

The Financial Services Division, working with the Legal Department, shall be responsible for:

- Developing, revising, and distributing official grants policies and procedures of the City;
- Assisting departments with the interpretation and application of city ordinances, state and federal statutes or guidelines, and other grant-related policies;
- Assisting with the resolution of disputes between the City and grant funding sources.

Responsible City Officials within the departments receiving grant funding shall be responsible for:

- Coordinating the tracking of grant applications, awards and major project management decisions associated with the awarded grants;
- Ensuring that all City staff participating in the administration of grants is provided with the appropriate training and technical assistance necessary to effectively meet the grants' requirements.

6. PRE-APPLICATION GRANT REVIEW FORM

The pre-application grant review form is designed to provide information so the Board or Commissioners (if required) and the Mayor can consider whether to approve application for grants based on the criteria detailed in the City's financial policies as well as its needs and priorities. Funding that requires any kind of local match or future commitment will require a more rigorous evaluation that takes into account existing economic and budgetary forecasts.

Prior to application for any new grant or renewal of any existing grant, the requesting department is required to complete the pre-application grant review form. Signature of the Responsible City Official is required. The form will be submitted through normal board or commission approval procedures if required, then submitted to the Mayor for approval.

The pre-application grant review form will be maintained by the Responsible City Official and attached to the grant contract when the award is accepted.

7. GRANT APPLICATION

Completion of grant applications is the responsibility of the appropriate city officials. Applications shall include indirect costs to the extent allowed.

After submission and approval of the pre-application grant review form, grant applications may be signed and submitted by the Responsible City Official unless the Mayor's signature is required.

8. ACCEPTANCE OF GRANTS

All approved grants for \$25,000 and over must be accepted in accordance with New Hampshire RSA 31:95(b) as outlined in the City's ordinances, through legislation that simultaneously accepts the award and appropriates the funding whenever possible. A Grant Notification form must be completed and submitted to the Accounting/Financial Reporting Department of the Financial Services Division in order for legislation to be introduced to the Board of Alderman.

Grants under \$25,000 may be accepted and expended in accordance with City NRO 5-132(c). Notice of the acceptance of such awards must be included on the agenda of any regular board meeting, and the notice and discussion recorded in the minutes of that meeting. A Grant Notification form must be completed and submitted to the Accounting/Financial Reporting Department of the Financial Services Division for inclusion on the Board of Alderman Agenda.

When a local or other match is required, the legislation shall specify the source of funding and in those circumstances where matching appropriations are committed but not yet available; the grant shall be accepted by resolution and followed by appropriation legislation as soon as possible.

Grant acceptance may be accomplished by emergency legislation when a funding source demands acceptance within 30 days or less and a waiver is not possible or is unlikely.

9. DIVISIONAL RESPONSIBILITY FOR GRANTS

Division directors and key technical staff, including department heads, are accountable for grants that are within their divisional or departmental jurisdiction. They are responsible for identifying

funding opportunities, program planning and proposal writing, and for managing the daily functions associated with each grant award.

Each division director shall:

- Appoint a grants liaison for the division who will be responsible for coordination of information and reporting, and communications with the Mayor's office and the Financial Services Division.
- Designate a program manager for each grant awarded any departments within the division and provide the Mayor's Office and the Financial Services Division with updated lists of those program managers.
- Implement awarded grant projects according to the terms and conditions of each grant award.
- Ensure that the designated grants liaison for the division tracks grant awards and consults with the Mayor's Office and Financial Services Division on a regular basis.
- Ensure that the designated grants liaison and all project managers know how to designate project expense codes, complete vouchers and drawdown forms, and monitor project funding using prescribed procedures.
- Ensure that requests for grant funds are promptly submitted to minimize the use of City funds. All drawdowns of grant funding must conform to funding source and City policy pertaining to the receipt of grant funds. Requests for reimbursements on Federal Grants are to be completed on a timely basis. By failing to file timely requests, the City is put at risk for an audit finding and potential loss of funding. State and county grants, as well as state revolving loan reimbursement requests should also be filed timely, as general funds are "floating" the grant (or loan) expenditures, thereby forfeiting interest income for the general fund. At a minimum, requests for reimbursements must be filed on a quarterly basis. They should be filed monthly if the requested amount exceeds \$50,000. The Financial Services Division will handle drawdowns for federal grants they are currently responsible for.
- Ensure that project reporting requirements and deadlines for submission are observed. This includes providing the grantor agencies with copies of the annual single audit report as required.
- Ensure that, when required, a record is kept of inventory purchased with grant funds in accordance with the grant guidelines.

10. FINANCIAL SERVICES DIVISION RESPONSIBILITIES FOR GRANTS

The Treasurer shall:

- Have exclusive authority to deposit all grant funding received by the City into appropriate accounts designated by Accounting department personnel.

The Chief Financial Officer/Financial Services Division shall:

- Counter-sign grant drawdown requests, whether on an advance or reimbursement basis.

- Ensure that appropriate account codes are established for charging costs to grants.
- Ensure that revenues and expenditures associated with the approved grants are properly recorded.
- Ensure the accounting system of the City is capable of tracking revenues and expenditures associated with every grant award regardless of how grant funding is appropriated.
- Ensure that drawdowns of federal grant funding currently handled by the Financial Services Division conform to funding source and City policy pertaining to the receipt of grant funds. At a minimum, requests for reimbursements must be filed on a quarterly basis. They should be filed monthly if the requested amount exceeds \$50,000.
- Ensure that regular reports on the status of grant-funded projects are issued to operating departments and special reports issued when needed to the Mayor's Office.
- Ensure that the annual single audit report is provided to the Federal Clearinghouse by the City's audit firm in accordance with the provisions of Circular A-133: Audits of Audits of States, Local Governments, and Non-Profit Organizations.

11. ADMINISTRATION OF CDBG AND HUD GRANT FUNDING

Because of the more complex nature and confidentiality of certain records of this area of grant funding, overall coordination and administration of Community Development Block Grant (CDBG) and Housing and Urban Development (HUD) funding shall remain within the Division of Community Development. However, the Division of Community Development shall participate in the City grant tracking system established by this policy. The Division of Financial Services shall review and certify that the system of grant administration maintained within the Division of Community Development is equal to that prescribed for other City programs and complies with applicable funding source rules concerning program management, grant administration and other provisions of law and policy that raise compliance issues.

12. ADMINISTRATION OF POLICE DIVISION GRANT FUNDING

Because of the confidentiality of certain records of this area of grant funding, overall coordination and administration of Police grant funding shall remain within the Police Division. However, the Police Division shall participate in the City grant tracking system established by this policy. The Division of Financial Services shall review and certify that the system of grant administration maintained within the Police Division is equal to that prescribed for other City programs and complies with applicable funding source rules concerning program management, grant administration and other provisions of law and policy that raise compliance issues.

13. INTERNAL AUDIT OF APPROVED GRANTS

Section 5-51 of the City Code charges the Chief Financial Officer with conducting reviews and investigations of the City's financial activities. All grants awarded to the city are subject to the possibility of such a review or investigation to ensure compliance with the provisions of grant

awards. The Mayor may also request a special internal review of any grant or reimbursement awarded to the City. All records will be made available to the Chief Financial Officer by the assigned grants liaison of the department being reviewed in the event that such an internal audit is requested.

14. DOCUMENTATION OF EMPLOYEE'S TIME AND EFFORT

Office of Management and Budget (OMB) Circular A-87 provides guidance for determining costs relative to federal grants and reimbursements. The electronic version of this document is found at:

<http://www.whitehouse.gov/omb/circulars/>

Responsible City Officials shall ensure that these more detailed guidelines are followed when administering any federal or pass-through state grants and reimbursements. As a general rule, the following shall apply:

14.1 Maximum Allocation Allowed

All grant applications and contracts will include charges for indirect costs to the maximum allowed in accordance with both the specific grant rules and the City's cost allocation plan. Indirect revenues will be deposited and budgeted as appropriate.

14.2 Employees Charged Full-Time to a Federal Grant

An employee who works solely on a single federal program whose administrative funds have not been consolidated must furnish semi-annual certifications that he or she has been engaged solely in activities supported by the grant in accordance with OMB Circular A-87, Attachment B, paragraph 8.h.3. The circular requires that the certification cover a specific period of time (6 months) and that it be signed by the employee or supervisory official having first-hand knowledge of the work performed.

14.3 Employees Charged Part-Time to a Federal Grant

An employee who works in part on a single federal program whose administrative funds have not been consolidated and in part on activities funded by other revenue sources, must maintain time and effort distribution records in accordance with OMB Circular A-87, Attachment B, paragraph 8.h.4, 5, and 6. The time and effort records must document the portion of time dedicated to the program being charged as well as each program or other cost objective supported by federal administrative funds or other revenue sources.

The circular requires activity reports/time sheets that must:

- Be done after the fact (not based on estimated or budgeted);
- Account for the total activities for which the employee is being paid;
- Be prepared at least monthly and coincide with one or more pay periods; and
- Be signed by the employee.

Budget estimates may be used for interim accounting purposes provided that:

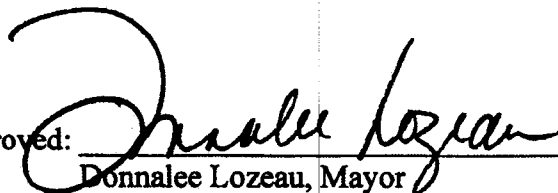
- Estimates use reasonably approximate time spent;
- A comparison of estimated time to actual time (based on monthly activity reports/time logs or sheets; and
- Budget estimates are revised at least quarterly, if necessary, to reflect changed circumstances.

15. RESPONSIBILITY FOR MAINTENANCE OF FILE AND PUBLIC DISCLOSURE

The original grant contract and any approved amendments must be submitted to and retained by the City Clerk.

The official grant file including a copy of the signed contract and all documents associated with the grant, including but not limited to the contract and amendments, applications, grant application request form, activity reports, requests for reimbursement, fiscal reports (including expense and payroll), and other correspondence will be maintained by the initiating department. Copies of purchase orders, invoices and checks may be required for audits and, in some cases, should be maintained on site for ease of access and accountability. Any destruction of these records will be in accordance with the specific grant guidelines or the State of New Hampshire RSA 33-A:3(a) retention schedule. Public disclosure requests regarding grants will be referred to the initiating department for coordination of public records gathering and release.

Approved: _____


Donnalee Lozeau, Mayor

12-12-08

Date

Client#: 246984

NASHUACITY

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2014

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

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

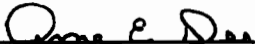
PRODUCER HUB International New England 299 Ballardvale St Wilmington, MA 01887 978 657-5100	CONTACT NAME: PHONE (A/C, No, Ext): 978 657-5100 FAX (A/C, No): 978-988-0038 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED City of Nashua 229 Main St PO Box 2019 Nashua, NH 03061	INSURER A : American Alternative Ins Corp 19720	
	INSURER B : Safety National Casualty Corp	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			N1A2RL000000507	07/01/2014	07/01/2015	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> BI/PD Ded:300,000						PERSONAL & ADV INJURY	\$
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4051378	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Public Health Emergency Preparedness Planning Services FY '14 & FY 15 Agreement

CERTIFICATE HOLDER State of New Hampshire Dept. of Health & Human Services 29 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CITY OF NASHUA, NEW HAMPSHIRE

**Independent Auditors' Reports Pursuant
to Governmental Auditing Standards
and The Single Audit Act Amendments of 1996**

For the Year Ended June 30, 2013

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MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

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

Independent Auditors' Report

To the Mayor and Board of Aldermen
City of Nashua, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Nashua, New Hampshire, as of and for the year ended, (except for Pennichuck Corporation which is as of and for the year ended December 31, 2012) and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 27, 2013.

Internal Control over Financial Reporting

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

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Melanson, Heath + Company P.C.

Nashua, New Hampshire
December 27, 2013



MELANSON HEATH & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY OMB
CIRCULAR A-133

Independent Auditors' Report

To the Mayor and Board of Aldermen
City of Nashua, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited the City of Nashua, New Hampshire's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2013. The City's major federal programs are identified in the summary of Auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditors' Responsibility

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

City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Basis for Qualified Opinion on Home Investment Partnerships

As described in Finding 2013-001 in the accompanying schedule of findings and questioned costs, the City did not comply with requirements regarding the following:

Finding #	CFDA #	Program (or Cluster) Name	Compliance Requirement
2013-001	14.239	Home Investment Partnerships	Special Tests and Provisions

Compliance with such requirements is necessary, in our opinion, for the City to comply with the requirements applicable to that program.

Qualified Opinion on Home Investment Partnerships

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Home Investment Partnerships for the year ended June 30, 2013.

Unmodified Opinion on Each of the Other Major Federal Programs

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its other major federal programs identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs for the year ended June 30, 2013.

Other Matters

The City's response to the noncompliance findings identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

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

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

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we identified a certain deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2013-002 that we consider to be a significant deficiency.

City's Response

The City's response to the internal control over compliance findings identified in our audit are described in the accompanying schedule of findings and questioned. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Purpose of this Report

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

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2013, (except for Pennichuck Corporation which is as of and for the year ended December 31, 2012), and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 27, 2013, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic 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 basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
March 26, 2014

CITY OF NASHUA, NEW HAMPSHIRE
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2013

Federal Grantor/ Pass-Through Grantor/ Program Name	Federal Catalog Number	Federal Expenditures
U.S. DEPARTMENT OF AGRICULTURE		
Passed Through the New Hampshire Department of Education National School Lunch Program	10.555	\$ 2,849,423
Total U.S. Department of Agriculture		2,849,423
U.S. DEPARTMENT OF EDUCATION		
Passed Through the New Hampshire Department of Education		
Adult Education College Transition, Alternative Education, HS Diploma, Dropout	84.002	128,691
Title I Grants to Local Education Agencies	84.010	3,613,861
Special Education - Grants to States	84.027	3,087,757
Special Education - Focused Monitoring	84.027	9,881
Career and Technical Education - Basic Grants to States	84.048	303,930
Special Education - Preschool Grants	84.173	79,410
Title IV Safe and Drug Free Schools	84.186	18,167
Twenty-First Century Community Learning Centers	84.287	629,629
Title III Enhancing English Language Learning	84.365	128,888
Improving Teacher Quality State Grants	84.367	713,265
Education Jobs Grant	84.410	50,403
Direct Grants		
Fund for the Improvement of Education	84.215	381,062
Total U.S. Department of Education		9,144,944
U.S. DEPARTMENT OF COMMERCE		
Direct Grants		
Economic Adjustment Assistance	11.307	567,476
Total U.S. Department of Commerce		567,476
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		
Passed Through the New Hampshire Community Development Finance Authority Neighborhood Stabilization Program	14.228	59,187
Direct Grants		
Community Development Block Grants/Entitlement Grants	14.218	473,349
Home Investment Partnerships Program	14.239	1,205,949
Housing Opportunities for Persons with AIDS	14.241	378,332
Community Development Block Grants/Brownfields Economic Development Initiative	14.246	108,945
Community Development Block Grant ARRA Entitlement Grants	14.253	904
Lead-Based Paint Hazard Control in Privately Owned Housing	14.907	705,678
Total U.S. Department of Housing and Urban Development		2,932,344
U.S. DEPARTMENT OF JUSTICE		
Passed Through the State Attorney General's Office		
Violence Against Women Formula Grant	16.588	62,503
Bulletproof Vest Partnership Program	16.607	15,607
Direct Grants		
Supervised Visitation and Safe Exchange Grant Program	16.527	15,545
Edward Byrne Memorial Justice Assistance Grant Program	16.738	58,506
Federal Forfeiture Funds	16.922	269,050
Total U.S. Department of Justice		421,211

(continued)

(continued)

Federal Grantor/ Pass-Through Grantor/ Program Name	Federal Catalog Number	Federal Expenditures
U.S. DEPARTMENT OF TRANSPORTATION		
Passed Through the State Department of Transportation Congestion Mitigation and Air Quality Improvement Program	20.205	2,323,668
Passed through State Department of BPW Public Transportation Research	20.514	55,437
Passed Through the State Department of Safety State and Community Highway Safety	20.600	27,464
Alcohol Impaired Driving Countermeasures Incentive Grants I	20.601	6,591
Direct Grants		
Federal Transit - Capital Investment Grants	20.500	132,797
Federal Transit Formula Grants	20.507	1,353,528
Total U.S. Department of Transportation		3,899,485
ENVIRONMENTAL PROTECTION AGENCY		
Passed Through the State Department of Environmental Services Diesel Emissions Reduction Act - NH Clean Diesel Program	66.039	1,375
Direct Grants		
Brownfields Assessment and Cleanup Cooperative Agreements	66.818	508,621
Total Environmental Protection Agency		509,996
U.S. DEPARTMENT OF HOMELAND SECURITY		
Passed Through the State Department of Homeland Security Interoperable Communications Grant	97.001	1,450
Disaster Grants - Public Assistance	97.036	67,698
Homeland Security Grant Program	97.042	4,357
Homeland Security Grant Program	97.044	19,062
Homeland Security Grant Program	97.067	281,476
Homeland Security Grant Program	97.073	46,161
Total U.S. Department of Homeland Security		420,204
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Passed Through the State Department of Health and Human Services Special Programs for the Aging - Grants for Supportive Health Promotion Services	93.044	59,110
Public Health Emergency Preparedness	93.069	216,667
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	34,224
Immunization Grants	93.268	61,867
HIV Prevention Activities - Health Department Based	93.940	25,429
Preventive Health and Health Services Block Grant	93.991	50,079
Maternal and Child Health Services Block Grant to the States	93.994	14,447
Total U.S. Department of Health and Human Services		461,823
AMERICAN RECOVERY AND REINVESTMENT ACT		
Recovery Act - Edward Byrne Memorial Justice Assistance Grant	16.804	59,322
Energy Efficiency and Conservation Block Grant Program	81.128	207,611
CSSR - Secondary School Redesign	84.388	30,580
Total American Recovery and Reinvestment Act		297,513
Total Federal Expenditures		\$ 21,504,419

This schedule was prepared on the modified accrual basis of accounting.
See Independent Auditors' Report on Schedule of Expenditures of Federal Awards.
State identifying numbers were not available for the pass-through grants listed above.

CITY OF NASHUA, NEW HAMPSHIRE
 Schedule of Findings and Questioned Costs
 For the Year Ended June 30, 2013

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- Material weaknesses identified? ___ yes no
- Significant deficiencies identified? ___ yes none reported

Noncompliance material to financial statements noted? ___ yes no

Federal Awards

Internal control over major programs:

- Material weaknesses identified? ___ yes no
- Significant deficiencies identified? yes ___ none reported

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

10.555	National School Lunch Program	Unmodified
14.239	HOME Investment Partnerships Program	Qualified
14.907	Lead-Based pain Hazard Control	Unmodified
20.205	Congestion Mitigation and Air Quality Improvement Program	Unmodified
20.500/20.507	Federal Transit Cluster	Unmodified
84.010	Title I Cluster	Unmodified
84.027/84.173	Special Education Cluster	Unmodified
84.367	Improving Teacher Quality	Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? yes ___ no

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
10.555	National School Lunch Program
14.239	HOME Investment Partnerships Program
14.907	Lead-Based Paint Hazard Control
20.205	Congestion Mitigation and Air Quality Improvement Program
20.500/20.507	Federal Transit Cluster
84.010	Title I Cluster
84.027/84.173	Special Education Cluster
84.367	Improving Teacher Quality

Dollar threshold used to distinguish
between type A and type B programs:

\$645,133

Auditee qualified as low-risk auditee?

yes no

SECTION II - FINANCIAL STATEMENT FINDINGS

None.

SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

<u>Finding #</u>	<u>Program</u>	<u>Finding/Noncompliance</u>	<u>Questioned Cost</u>
2013-001	Home Investment Partnerships Program 14.239	<p><u>Perform On-site Inspections (Noncompliance)</u></p> <p><u>Criteria:</u> 24 CFR, Sections 92.251, 92.504(b) requires participating jurisdiction to perform on-site inspections to determine compliance with property standards and verify the information submitted by the owners.</p> <p><u>Condition:</u> The City has not performed on-site inspections since June 2009.</p> <p><u>Effect:</u> The City did not fully comply with HOME program requirements. No questions costs are reported, as this noncompliance is an administrative issue.</p> <p><u>Recommendation:</u> We recommend that the City perform on-site inspections as required by program regulations.</p> <p><u>Corrective Action Plan:</u> The City, through the Urban Programs Department, conducted monitoring as required in August 2013. Desk monitoring was completed as phase one, allowing the Department to assess overall compliance and risk analysis. Site inspections are planned as phase two and will be conducted in partnership with the Building Safety Department. All of the required site inspections will be completed by June 30, 2014.</p>	None

<u>Finding #</u>	<u>Program</u>	<u>Finding/Noncompliance</u>	<u>Questioned Cost</u>
2013-002	Home Investment Partnerships Program 14.239	<p><u>Improve Monitoring Controls (Significant Deficiency)</u></p> <p><u>Criteria:</u> The A-102 Common Rule and OMB Circular A-110 require that non-Federal entities receiving Federal awards establish and maintain internal control designed to reasonably ensure compliance with federal laws, regulations, and program compliance requirements.</p> <p><u>Condition:</u> During our testing of internal controls, we noted that the City did not have monitoring controls in place to provide reasonable assurance that property inspections are performed.</p> <p><u>Effect:</u> The lack of monitoring controls resulted in property inspections not being performed as noted in finding 2013-001.</p> <p><u>Recommendation:</u> We recommend the City develop and implement procedures to regularly perform and document property inspections as required by Program regulations.</p> <p><u>Corrective Action Plan:</u> The City, through the Urban Programs Department, conducted monitoring as required in August 2013. Desk monitoring was completed as phase one, allowing the Department to assess overall compliance and risk analysis. Site inspections are planned as phase two and will be conducted in partnership with the Building Safety Department. All of the required site inspections will be completed by June 30, 2014.</p>	None

SECTION IV - SCHEDULE OF PRIOR YEAR FINDINGS

<u>Finding #</u>	<u>Program</u>	<u>Finding/Noncompliance</u>
12-1	CDBG Cluster 14.218/ 14/253	<u>Comply with Reporting Requirements</u> This issue was resolved.
12-2	Special Education Cluster 84.027/ 84.173/ 84.391/ 84.392 Improving Teacher Quality 84.367	<u>Maintain Employee Time and Effort Records</u> This issue was resolved.



City of Nashua

Division of Public Health & Community Services
18 Mulberry Street, Nashua, NH 03060

Mission and Vision

As part of the strategic planning process, a new mission and vision were written.

The vision of the City of Nashua Division of Public Health and Community Services is to have
“an informed, safe, healthy and resilient community where all people can thrive and prosper.”

The mission of the City of Nashua Division of Public Health and Community Services is
“to promote, protect and preserve the health and well-being of the Greater Nashua Region through leadership and community collaboration.”

**City of Nashua New Hampshire
2014 Board of Aldermen**

Aldermen-At-Large

David W. Deane, President

Brian S. McCarthy, Vice President

Jim Donchess

Lori Wilshire

Diane Sheehan

Daniel T. Moriarty

Ward Aldermen

Alderman - Ward 1 Sean M. McGuinness

Alderman - Ward 2 Richard A. Dowd

Alderman - Ward 3 David Schoneman

Alderwoman - Ward 4 Pamela T. Brown

Alderman - Ward 5 Michael Soucy

Alderman - Ward 6 Paul M. Chasse, Jr.

Alderman - Ward 7 June M. Caron

Alderwoman - Ward 8 Mary Ann Melizzi-Golja

Alderman - Ward 9 Ken Siegel

KEY ADMINISTRATIVE PERSONNEL - Amendment 1

NH Department of Health and Human Services

Contractor Name: City of Nashua, NH Division of Public Health and Community Services

Name of Program: Public Health Network Services

BUDGET PERIOD: SFY 15 - Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Lisa Vasquez	Substance Misuse Prevention Coordinator	\$44,315	0.00%	\$0.00
Patty Crooker	PHNS/SNS Coordinator	\$59,828	0.00%	\$0.00
Kerran Vigroux	Division Director	\$89,800	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD: SFY 16 - Community Health Improvement Planning				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Patty Crooker	PHNS/SNS Coordinator	\$59,828	0.00%	\$0.00
Ashley Conley	Epidemiologist	\$70,255	0.00%	\$0.00
Melissa Schoemmell	PHNS Program Assistant	\$45,272	0.00%	\$0.00
Kerran Vigroux	Division Director	\$89,800	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

Lisa Vásquez

Objectives

To work with community stakeholders to lower the incidence of substance misuse in Nashua.

Education

Borough of Manhattan Community College – New York, NY

May 2002 – A.A. Business Administration

Southern New Hampshire University – Manchester, NH

May 2011 – Bachelors of Arts in Psychology

- Psy Chi Honor Society
- Alpha Chi Honor Society
- Alpha Sigma Lambda Honor Society

Southern New Hampshire University – Manchester, NH

Expected -January 2015 – Masters of Science in Community Mental Health Counseling

Experience

City of Nashua Division of Public Health/ Community Services | 18 Mulberry St. Nashua, NH 03060

Substance Misuse Prevention Coordinator *December 2013 – Present*

- Responsible for leading the Greater Nashua Public Health Region in carrying out the implementation of the Greater Nashua regional Network Community-Based, Data Driven Response to Substance Misuse & Disorders, a Strategic Plan for Prevention.
- Serve as a resource and technical assistance provider for local substance misuse coalitions; work with federally funded Drug Free Community grant recipient coalitions; and collaborate with the NH Bureau of Drug and Alcohol Services and other funders to implement and promote substance misuse prevention initiatives in accordance with evidence based prevention models, including the Substance Abuse Prevention Framework; comply with program reporting requirements; facilitate meetings/trainings for regional and state level stakeholders; and other duties as assigned.

Greater Nashua Mental Health Center | 7 Prospect St. Nashua, NH 03060

Psychiatric Rehabilitation Specialist *August 2012 – December 2013*

- Provide case management to client's living with severe /persistent mental illness
- Devise and implement individualized service plans
- Provide functional support services in the community
- Implement Illness Management and Recovery model with clients

The Youth Council | 112 W. Pearl St. Nashua, NH 03060

Intern *Spring 2012 –Spring 2013*

- Facilitate *Active Parenting* classes
- Conduct intakes and check-ins for Youth Court Diversion Program
- Translate and Interpret for Spanish speaking clients as needed

Lisa Vásquez



Skills

- Trained Medical Interpreter (Spanish) - 2005
- Trained on Connect suicide prevention through NAMI NH - 2014
- Operational Management certificate obtained from New England Institute of Addiction Studies - 2014

Patricia E. Crooker
18 Mulberry Street
Nashua, NH 03060
CrookerP@NashuaNH.gov
Phone: (603) 589-4507

Objective

To function in a leadership role in the development and implementation of public health initiatives within the Greater Nashua community.

Education

- University of NH - Durham, NH - May 1997: BA in Psychology with specializations in Criminal Justice and Early Childhood Development.
- University of NH - Manchester, NH - May 2008: Master's of Public Health Program.

Certification

Certified Healthcare Emergency Professional 2011 - Present

Work History

Public Health Network Services/SNS Coordinator

City of Nashua, Division of Public Health and Community Services - Nashua, NH

May 2008 - Present

- Manage the development and implementation of regional public health initiatives to facilitate improvements in the delivery of the 10 Essential Public Health Services, including increasing the capability of the region to respond to large scale public health emergencies and continuing implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region.
- Manage all Division programs funded (entirely or partially) under the Regional Public Health Network Services program, including program oversight, staff supervision, grant administration, workplan development/execution and budget management
- Act as primary public health resource for the 13 municipalities in the Greater Nashua Public Health Region
- Develop, maintain and co-chair the Greater Nashua Regional Public Health Advisory Committee (PHAC); act as the primary contact person for the work generated by the Greater PHAC and its subcommittees
- Participate in community health assessments and community health improvement planning processes
- Oversee the development and maintenance of the Regional PH Emergency Response Annex
- Oversee the development and maintenance of standard operating procedures for PHNS programs and activities
- Participate in an annual State and Federal reviews and audits
- Engage with community organizations to foster connections that improve the capacity and capability of public health, medical and behavioral health services in the region before, during and after an incident
- Develop, maintain and execute a three-year Training and Exercise Plan for Regional Public Health Emergency Preparedness; Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP)
- Assist with coordinating activities and policies with the State Department of Health and Human Services and other State level organizations
- Oversight of regional PH assets, including supplies, equipment and trailers

Senior Visitation Monitor**Greater Nashua Supervised Visitation Center - Greater Nashua Mental Health Center
Nashua, NH***May 2008 - Present*

Responsibilities include: maintaining program files; administrative/ programmatic compliance with national standards and program funding sources; state, federal, civic, and corporate grant writing/reporting/billing;; direct service coordination/provision; providing individual and community education on domestic violence, child abuse and supervised visitation.

Program Coordinator**Greater Nashua Supervised Visitation Center - Greater Nashua Mental Health Center
Nashua, NH***May 2005 - May 2008*

Provide comprehensive program coordination of Supervised Visitation Center.

Responsibilities include: maintaining program files; administrative/ programmatic compliance with national standards and program funding sources; state, federal, civic, and corporate grant writing/reporting/billing; supervision of program staff of 8; direct service coordination/provision; providing individual and community education on domestic violence, child abuse and supervised visitation; participate on various local and state committees/board; and, all other programmatic coordination of the program.

Senior Case Manager**Greater Manchester AIDS Project - Manchester, NH***June 2000 - April 2005*

Provide comprehensive empowerment based case management services to individuals living with HIV including: assistance in housing, social services, financial planning, crisis intervention, mental health, transportation, medical/dental health, entitlement program application advocacy and other support as needed; crisis intervention; maintaining client files with appropriate state and federally mandated information; compliance with directives of various grants and funding sources; extensive computer skills including all Microsoft Office programs and FrontPage; maintaining client database; aiding in grant writing/reporting. Fundraising; community education programs; participation on local and statewide community planning groups; working with area agencies and service providers to provide comprehensive care and community relations.

Direct Services/Volunteer Coordinator**BRIDGES, Inc. - Nashua, NH***July 1997 - June 2000*

Supervised a staff of two full-time crisis intervention advocates and 20+ volunteer advocates to provide crisis intervention services to victims/survivors of domestic and sexual violence via a 24-hour crisis line, in person contact, and court advocacy. Participated on multiple statewide planning committees with the NH Attorney General's Office and the NH Coalition Against Sexual and Domestic Violence. Conference planning in conjunction with the Governor's Committee on Volunteerism and the University of NH. Training and education programs both internally and externally. Extensive computer knowledge in Microsoft Office. Fundraising and community involvement. Some grant writing involved.

Kerran G. Vigroux

◆ Nashua Division of Public Health and Community Services, 18 Mulberry Street, Nashua, NH 03060 (603) 589-4546 VigrouxK@NashuaNH.Gov◆

◆ EDUCATION

Master of Public Health, Health Promotion Concentration
Florida International University, Miami, FL

Bachelor of Science,
Gordon College, Wenham, MA

◆ EXPERIENCE

◆ Director

June 30, 2008 – Present

Division of Public Health and Community Services, City of Nashua, NH

Duties & Accomplishments:

- Directs, manages and supervises personnel and resources to accomplish the City of Nashua's Public Health and Community Services Division objectives.
- Provides both policy and operational direction to the Mayor, Board of Aldermen and the Board of Health.
- Serves as the Public Health and Community Services liaison to local, state and federal officials, as well as private sector partners and the general public.
- Exercises daily supervision/oversight of the Deputy Director/Epidemiologist, the Medical Director, three department managers and over thirty-two employees.
- Ensures the Division provides the 10 Essential Public Health Services
- Develops, prepares, presents, monitors, forecasts, and manages the 3.8M divisional budget including available grant funds.

◆ Director

July 1, 2005 – June 27, 2008

Bureau of Public Health, Town of Derry, NH

Duties & Accomplishments:

- Oversaw the creation of the Town of Derry, NH, Bureau of Public Health
- Establish departmental procedures
- Coordinate regional Public Health Emergency Planning efforts
- Supervise two Deputy Health Officers in food establishment, commercial and residential inspections and licensing
- Coordinate regional public health initiatives
- Serve as a public health resource to the Greater Derry region
- Created and coordinate monthly childhood immunization clinics

◆ Public Health Network Coordinator

November 2003 – June 27, 2008

Greater Derry Area Health and Safety Council, Derry, NH

Duties & Accomplishments:

- Plan, develop, implement and evaluate public health education programs and materials for the communities with the Network site.
- Ensure public health involvement and cooperation with network towns' Emergency Management.
- Facilitate the implementation of the Public Health Improvement Plan process within the network site communities.
- Plan, conduct and evaluate public meetings and presentations to advise communities and citizens about public health issues.
- Represent the AHSC through developing press releases and public service announcements, and conducting media interviews.

◆ Director

November 2003 – December 2008

Medical Reserve Corps, Derry, NH Unit

Duties & Accomplishments:

- Plan, implement and evaluate Volunteer training opportunities.
- Recruit medical professionals for the corps.
- Oversee daily programmatic operations for the Derry Unit.
- Facilitate inter-agency cooperation with MRC units throughout the Northeast Region.

◆ OTHER RELEVANT EXPERIENCE

- ◆ **Health Promotion Advisor** April 1999 – June 2001
New Hampshire Department of Health and Human Services, Concord, NH
- ◆ **Program Coordinator, Broward County Breast and Cervical Cancer Initiative**
Broward County Health Department, Fort Lauderdale, FL
- ◆ **Senior Health Educator, Health Education / Risk Reduction Program**
Broward County Health Department, Fort Lauderdale, FL
- ◆ **Deputy Assistant Director,**
South Beach AIDS Project (SoBAP), Miami, FL
- ◆ **Rural Fisheries Extension Agent, United States Peace Corps,**
Makongonio, Gabon Central Africa

◆ Boards & Committees

- Mayor's Cabinet, 2008 - Present
- Greater Nashua Dental Connection, Board Member 2012 – Present
- Nashua Area Health Center at Lamprey, Advisory Board 2011-Present
- Nashua Child Care Advisory Commission, 2011-Present
- NH Department of Health and Human Services, Public Health Improvement Services Council
2008 - Present
- NH Department of Health and Human Services, Preventive Health & Health Services Block Grant Advisory
Committee 2008 - Present
- Derry Community Alliance for Teen Safety, Board Member 2006 – 2011
- Greater Derry Medical Reserve Corps, Steering Committee January 2009 – 2010

ASHLEY M CONLEY

18 Mulberry Street
Nashua, NH 03060
ConleyA@NashuaNH.gov
Phone: (603) 589-4552

EDUCATION

Master of Science, Infectious Diseases and Microbiology, June 2008

University of Pittsburgh, Graduate School of Public Health, Pittsburgh, PA

Certificate in Public Health Preparedness and Disaster Response, April 2008

Thesis Title: Molecular Characterization of IS1301 Fragments of Serogroup C in *Neisseria meningitidis*

Bachelor of Arts, Biology

Saint Anselm College, Manchester, NH

Certificate in Public Policy

CERTIFICATIONS

Certified Healthcare Emergency Professional (CHEP), May 2011

Certified in Public Health (CPH), October 2008

American Heart Association BLS Instructor (October 2006 – Present)

Licensed Ham Radio Operator (November 2008 – present): Technician Level, KB1RKQ

EXPERIENCE

City of Nashua, NH, Division of Public Health & Community Services, Epidemiologist

February 2009 – Present

Provides epidemiological expertise for the long-range development and day-to-day activities of the City of Nashua; works in conjunction with the State, local providers, hospitals and others to control infectious/communicable diseases and prepare for public health emergencies; responsible for establishing and maintaining systems of public health data collection, surveillance, interpretation, investigation, and information dissemination; develops public health emergency response plans, participates in exercises and drills and educates the community about epidemiology and infectious diseases.

Mascoma Valley Health Initiative, Public Health Network Program Coordinator

June 2008-February 2009

Facilitated the Regional Coordinating Council of the Upper Valley Public Health Region, provided public health emergency preparedness education and outreach to community members and organizations, developed regional drills and exercises, reviewed and evaluated program activities for improvement opportunities, planned for the activation of Points of Dispensing Sites, Alternate Care Sites and triage centers; assisted in developing and monitoring approved program budgets.

**Goffstown Fire Department, Goffstown, NH, Emergency Medical Technician-Intermediate
September 2005-June 2006**

**Saint Anselm College Rescue Team, Manchester, NH
December 2002-March 2007**

MEMBERSHIP/COMMITTEES

- New Hampshire Public Health Association, Board of Directors (2012-2015)
- Council of State and Territorial Epidemiologists
- National Collegiate Emergency Medical Services Foundation
- Association of Schools of Public Health, Public Health Preparedness Core Competencies Development Project Participant
- Council for State & Territorial Epidemiologists Disaster Epidemiology Subcommittee
- Greater Nashua Emergency Support Function-8 Committee
- New Hampshire Environmental Public Health Tracking Program Advisory
- New Hampshire Occupational Health Surveillance Program Advisory Committee
- Vital Records Fund Advisory Committee (appointed)

Melissa Whalen
18 Mulberry Street
Nashua, NH 03060

(603) 589-4543
SchoemmellM@NashuaNH.gov

Education

August 2011 – May 2013

University of New Hampshire Graduate School – Manchester, NH

Master's in Public Health

August 2004 – May 2008

University of New Hampshire – Durham, NH

Bachelors of Science in Health Management and Policy

Work Experience

May 2013 – Present

Program Assistant, Public Health Network Services (PHNS)

Nashua Division of Public Health and Community Services – Nashua, NH

- Assists with planning, coordination and facilitation of PHNS training and special events
- Prepares and maintains training, exercise and testing records
- Maintains regional resource directory
- Assists with planning, coordination and facilitation of HSEEP compliant PHEP workshops, drills and exercises
- Assists with planning, coordination and facilitation of PHEP program meetings
- Assists with maintenance of the Regional PH Emergency Response Annex
- Participates in emergency responses
- Assists in the development and maintenance of standard operating procedures

May 2008 – May 2013

Program Coordinator, Medicine Critical Care Program (MCCP)

Boston Children's Hospital – Boston, MA

- Coordinator of the Intermediate Care Program and Medicine ICU Resident Rotations
- Created and maintained Medicine Critical Care Program's website
- Planned Program events – conferences, holiday events, meetings, retreats, travel arrangements
- Oversaw compliance of required federal and state licensure for physicians
- Assisted in grant writing and application process for both NIH and privately funded grants
- Administrative coordinator for Internal Scientific Review Board
- Administrator for HMS course "Intro into Pediatric Critical Care" taught by faculty members
- Co-Chaired and created Department of Medicine Administrative Associate Peer Group

March 2013 – May 2013

Consultant, Manchester Health Department

Manchester Health Department – Manchester, NH

- Conducted neighborhood health assessment using Healthy Eating Active Living (HEAL) methodology in Manchester, NH. Assessments included a walkability audit, GIS analysis and a survey of resident perceptions.
- Made recommendations to the Manchester Health Department to assist in the development of a Community Schools Model at a local elementary school

January 2013 – May 2013

Intern, New Hampshire Asthma Control Program

New Hampshire Department of Health and Human Services – Concord, NH

- Conducted a cross-sectional survey of smoke-free publicly assisted housing in NH
- Presented findings at the New Hampshire Public Health Association Annual Meeting

Skills

- MS Word, Excel, PowerPoint, Access, SPSS Analytics Software
- Excellent oral and written communication
- FEMA Certifications, ICS-100, 200, 700, 800
- Certified in medical terminology

Memberships/Achievements

- Student Board Member, New Hampshire Public Health Association, 2013-2014
- Member of the New Hampshire Public Health Association
- Awarded first place for the UNH Master's in Public Health capstone project, "Community Schools: A Unifying Thread, Assessment and Recommendations for the Implementation of the Community School Model at Bakersville Elementary School"
- Awarded third place at the New Hampshire Public Health Association annual meeting for poster presentation, "Cross-Sectional Survey of Smoke-Free Publicly Assisted Housing in NH - Findings and Recommendations"

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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



7/24/13 27B *[initials]*

*Sole Source
Retroactive
91% Federal
9% General*

July 1, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy & Performance, and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into a sole source agreement with the City of Nashua, Division of Public Health and Community Services, (Vendor #177441-B011), 18 Mulberry Street, Nashua, NH 03060, in an amount not to exceed \$614,960, to improve municipal and regional public health emergency preparedness and substance misuse prevention and related health promotion capacity, to be effective retroactive to July 1, 2013 through June 30, 2015.

Funds are available in SFY 2014 and SFY 2015 operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$190,100.00
SFY 14	102-500731	Contracts for Prog Svc	90077026	\$52,000.00
			Sub-Total	\$242,100.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$190,100.00
SFY 15	102-500731	Contracts for Prog Svc	90077026	\$52,000.00
			Sub-Total	\$242,100.00
			Total	\$484,200.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	49156502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	49156502	\$65,380.00
			Sub-Total	\$130,760.00
			Total	\$614,960.00

G&C Approved

Date 7/24/13
Item # 27B

EXPLANATION

This agreement includes funds that are being awarded through both a sole source and a competitive bid process. The sole source award reflects that as the municipal public health entity, the Health Department provides the infrastructure and legal authority necessary to carry out disease surveillance and investigations; enforce public health laws and regulations; and mitigate public health hazards. These are all core public health functions that are essential to detecting and responding to public health emergencies. The City of Nashua, Division of Public Health and Community Services was specified as the contracted work performer in the federal cooperative agreement application, which was approved and awarded. Retroactive approval is requested because the amount of funds available to support this agreement was not approved by the Centers for Disease Control and Prevention until May 16, 2013.

Funds being awarded through a competitive bid process will be used to allow the City of Nashua, Division of Public Health and Community Services to align a range of public health and substance misuse prevention and related health promotion activities. The City of Nashua, Division of Public Health and Community Services will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

Altogether, this agreement will build municipal and regional capacity in three broad areas: a Regional Public Health Advisory Committee; Municipal and Regional Public Health Preparedness; and Substance Misuse Prevention and Related Health Promotion services. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 the Nashua Division of Public Health and Community Services was activated to assist in the response to a number of weather-related emergencies that included setting up regional shelters and providing leadership on health and medical issues as part of the regional response.

The City of Nashua, Division of Public Health and Community Services will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices, and policies that will be implemented over the course of the agreement. These efforts

must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play".

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in the city and the region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services.

As stated previously, the City of Nashua, Division of Public Health and Community Services was selected for activities that will occur throughout the region through a competitive bid process. A Request for Proposals was posted on the Division of Public Health Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with the City of Nashua, Division of Public Health and Community Services being the sole bid to provide these services in this region. This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning, and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

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

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).
- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices, and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Municipal Public Health Preparedness

- Time for Incident Management Team members to report for immediate duty following notification to do so.
- Time to issue a risk communication message for dissemination to the public.
- Percent of infectious disease reports that initial public health control measures were initiated within the required timeframe.
- Number of professionals trained through the Institute for Local Public Health Practice.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.


- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.

The geographic area to be served varies according to the specific activities. In addition to local activities within the city of Nashua, Public Health Network services include the towns of Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Pelham and Wilton.

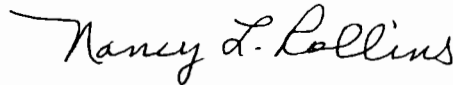
Source of Funds is 91% federal funds and 9% general funds from the US Centers for Disease Control and Prevention, and Substance Abuse and Mental Health Services Administration.

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

Respectfully submitted,

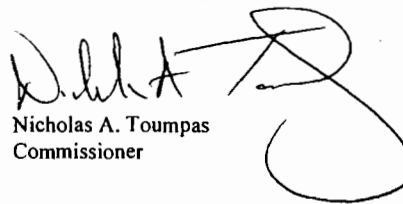


José Thier Montero, MD
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js


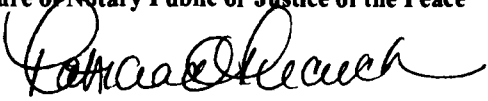
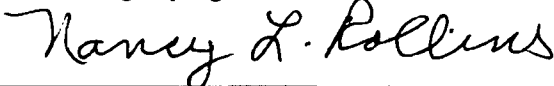
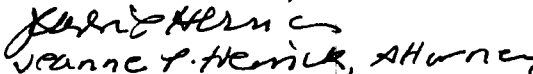
Subject: Regional Public Health Network Services

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 City of Nashua, Division of Public Health and Community Services		1.4 Contractor Address 18 Mulberry Street Nashua, NH 03060	
1.5 Contractor Phone Number (603) 589-4560	1.6 Account Number 05-95-90-902510-5171-102-500731 See Exhibit B for additional account numbers.	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$614,960.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DONNALEE LOZEAU, MAYOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>6/12/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace PATRICIA D. PIECUCH Notary Public / Justice of the Peace My Commission Expires August 13, 2013			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Jeanne P. Henick, Attorney</u> On: <u>10 Jul, 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services
Regional Public Health Network Services

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

CONTRACTOR NAME: City of Nashua, Division of Public Health and Community
Services

18 Mulberry Street

ADDRESS: Nashua, NH 03060

Executive Director: Kerran Vigroux

TELEPHONE: (603) 624-6466

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to

Standard Exhibits A - J

Contractor Initials: DC

Date: 6/12/13

facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups

- 5.7. Documentation and record-keeping
- 5.8. Process for reviewing and revising the policies and procedures
- 6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
- 7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 - 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 - 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 - 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 - 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.¹
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Implement at least one priority intervention identified during the HVA conducted in SFY 13.
6. Implement routine public health surveillance systems and epidemiological investigation processes in order to detect and respond to infectious disease outbreaks. Ensure compliance with DPHS procedures and train agency staff on surveillance systems, investigation protocols, and procedures to ensure the continued ability to collect and submit local data.
7. Ensure compliance with the CDC requirements for the protection of public health emergency responders including appropriate vaccination and provision of personal protective equipment (PPE).
8. Maintain current systems to alert key staff in conjunction with DPHS' ability to investigate public health threats on a 24/7/365 basis.
9. Continue participation in the CDC's Epidemic Information Exchange Program (EPI-X).
10. Collaborate with DPHS to submit data to the CDC's National Outbreak Reporting System (NORS).

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
- 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.
- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).

- 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
- 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor’s Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region’s 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region’s capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region’s capacity to activate a community-based medical surge system during emergencies based on the DPHS’ RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

5. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

6. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. Training and Technical Assistance
- e. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.

- 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
- 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
- 3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
- 4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
- 5. Provide other programmatic updates as requested by the DHHS.
- 6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2. Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness

- 1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
- 2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion

- 1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).

1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

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 appropriate DHHS office immediately for additional guidance.

Executive Director Signature: _____



NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

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

CONTRACTOR NAME: City of Nashua, Division of Public Health and Community Services

18 Mulberry Street

ADDRESS: Nashua, NH 03060

Executive Director: Kerran Vigroux

TELEPHONE: (603) 624-6466

Vendor #177441-B011	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #90077026	Appropriation #05-95-90-902510-5171-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734

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:

\$380,200 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds and \$104,000 for Public Health Preparedness – Cities Readiness Initiative, funded from 100% federal funds from the U.S. CDC, (CFDA #93.069), and \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959).

Total: \$614,960

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.
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.

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Contractor Initials: KL

Date: 6/12/13

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

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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

Initials: DL
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costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

- 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

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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.

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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).

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence; and.

17. Renewal:

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Substance Misuse Prevention and Related Health Promotion and some of the Public Health Preparedness services were competitively procured. The remaining Public Health Preparedness services are awarded through sole-source.

18. Authority to Adjust

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

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.

Initials: DC
Date: 6/12/13

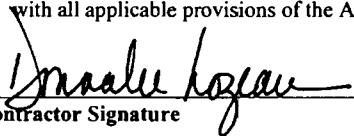
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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


Contractor Signature _____ Mayor _____
Contractor's Representative Title

City of Nashua, Division of Public Health and Community Services _____ June 12-2013
Contractor Name _____ Date



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Regional Public Health Network Services**

This 1st Amendment to the Goodwin Community Health, contract (hereinafter referred to as "Amendment One") dated this 11 day of November, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Goodwin Community Health, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 311 Route 108, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2013, Item # 101, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to change the scope of services and the price limitation, and

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

1. **Change** price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$352,092.

2. **Amend** Exhibit A, Scope of Services to:

Delete: Section 3B: Regional Public Health Emergency Response Readiness, numbers 3 – 3.5, and;

Replace with:

Section 3 B: Regional Public Health Emergency Response Readiness,

3. Coordinate with local organizations that are potential sources of volunteers in order to initiate activities to have available the potential personnel needed to execute components of the Regional Public Health Emergency Annex (the Annex) and its related appendices.
 - 3.1 Conduct outreach to health care entities that employ workers with the skills, licensure and credentialing needed to fill positions described in the Annex and its related appendices.
 - 3.2 Conduct outreach to other local organizations that maintain pools of volunteers to fill non-clinical positions described in the Annex and its related appendices.



- 3.3 Seek to enter into a Memorandum of Understanding (MOU) with the entities described in sections 3.1 and 3.2 addressing protocols and procedures to:
 - 3.3.1 Activate volunteers during emergencies
 - 3.3.2 Coordinate the deployment of volunteers based on decisions made by either the Multi-Agency Coordinating Entity or a local emergency management director, as applicable.
 - 3.3.3 Ensure the integration of volunteers into the Incident Command System operating at the time of the emergency.
 - 3.3.4 Coordinate the demobilization of volunteers as directed by the Incident Commander.
 - 3.3.5 As appropriate, coordinate the participation of volunteers in emergency-related drills and exercises sponsored by Goodwin Community Health based on the purpose and goals of an exercise.
- 3.4. Provide opportunities for volunteers to attend emergency-related training programs that are sponsored by Goodwin Community Health and enter information about these trainings into a learning management system administered by the Division of Public Health Services.

3. **Amend** Exhibit A, Scope of Services to:

Delete: Section 4: Radiological Emergency Planning and Response

4. **Amend** Exhibit A, Scope of Services to:

Delete: Section 6. Performance Measures, Regional Public Health Preparedness, and;

Replace with:

Section 6. Performance Measures, Regional Public Health Preparedness

- Number of local organizations contacted to discuss collaboration to engage volunteers.
- Number of Memoranda of Understanding with local organizations that include the elements listed above.

5. **Amend** Exhibit A, Scope of Services to:

Delete:

Section 7. Training and Technical Assistance Requirements, Radiological Emergency Preparedness and Response, numbers 1-2.

6. **Amend** Exhibit A, Scope of Services to:

Delete:

Section 7. Training and Technical Assistance Requirements, Medical Reserve Corps, numbers 1-2.



7. **Add** Exhibit A-1, Additional Scope of Services
8. **Amend** Exhibit B, Purchase of Services, Contract Price, to add:
 - 1.1. The contract price shall increase by \$18,000 for SFY 2015 for a total increase of \$18,000.
 - 1.2. Funding is available as follows:
 - \$15,000 - 100% Federal Funds from the Substance Abuse and Mental Health Services, CFDA #93.959, Federal Award Identification Number (FAIN), TI010035-14;
 - \$10,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037;
 - (\$7,000) – 100% Other Funds (Radiological Emergencies) from the Transfer from Emergency Management
9. **Amend** Exhibit B, Purchase of Services, Contract Price, to:

Delete: Paragraph 6 and,

Replace with:

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
10. **Amend** Budget, to add: Exhibit B-1 (2015)
11. **Amend** Exhibit C, Special Provisions to:

Delete: Exhibit C, Special Provisions,

Replace with: Exhibit C, Special Provisions Amendment #1
12. **Add:** Exhibit C-1, Revisions to General Provisions
13. **Amend** Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance to:

Delete: Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and;

Replace with: Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection Amendment #1

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



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

State of New Hampshire
Department of Health and Human Services

11/19/14
Date

[Signature]
Brook Dupee
Bureau Chief

Goodwin Community Health

11-19-14
Date

[Signature]
Name: Janet Laatsch
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Stafford on 11/19/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Sara Garland, NP
Name and Title of Notary or Justice of the Peace

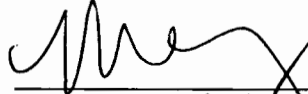
My Commission Expires: Sept. 17, 2019



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

OFFICE OF THE ATTORNEY GENERAL

Date 1/24/15


Name: Megan A. Yapple
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Contractor Initials: JL
Date: 11-19-14



Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is



Exhibit A-1

made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.

- 1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.
- 1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

- 1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.
- 1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:
 - 1.2.1 Understand the nature of substance use disorders;
 - 1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;
 - 1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;
 - 1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;
 - 1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:
 - 1.2.5.1 Environmental strategies
 - 1.2.5.2 Prevention services
 - 1.2.5.3 Intervention services
 - 1.2.5.4 Treatment services
 - 1.2.5.5 Recovery support services
- 1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.
 - 1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and

Exhibit A-1 – Additional Scope of Services

Contractor Initials

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11/19/14



Exhibit A-1

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
 - 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

- 1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Reporting Requirements

- 1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

- 1. Completion and approved work plan within one month of the approved contract.
- 2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

- 1. Completion and approved work plan within one month of the approved contract.

11914 JL

JL



Exhibit A-1

2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

**Exhibit B-1 - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Goodwin Community Health

Regional Public Health Network Amendment
Budget Request for: Award

(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 9,781.77	\$ -	\$ 9,781.77	
2. Employee Benefits	\$ 1,054.03	\$ -	\$ 1,054.03	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 634.60	\$ -	\$ 634.60	
6. Travel	\$ 761.60	\$ -	\$ 761.60	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 800.00	\$ -	\$ 800.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 480.00	\$ -	\$ 480.00	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,200.00	\$ -	\$ 1,200.00	
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	
12. Subcontracts/Agreements	\$ 788.00	\$ -	\$ 788.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 18,000.00	\$ -	\$ 18,000.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials:
Date: 11-19-14



SPECIAL PROVISIONS

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

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

PC

11/11/14



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

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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

- 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

- 3. **Renewal:**

- As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of the competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

- 4. **Insurance**

- Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

- 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess umbrella liability coverage in the amount of \$1,000,000 per occurrence.



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

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

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

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

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

Exhibit G- Amendment #1

Contractor Initials RL

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

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



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

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

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

Contractor Name:

11/19/14
Date

Janet Laatsch
Name: Janet Laatsch
Title: Executive Director

Exhibit G- Amendment #1

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

Contractor Initials RL

Date 11-19-14

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 2nd day of May A.D. 2014

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 January 8, 2014;

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 Nov. 19, 2014.


IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the Goodwin Community Health this 19 day of Nov, 2014.



David Staples, DDS, Board Chair

STATE OF NH
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 19 day of Nov, 2014 by David Staples, DDS.



Notary Public/Justice of the Peace SARA M. GARLAND, Notary Public
My Commission Expires: My Commission Expires September 17, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2014

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

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

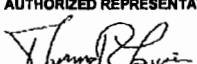
PRODUCER License # AGR8150 Clark Insurance 80 Canal St Manchester, NH 03101	CONTACT NAME: Lorraine Michals PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: lmichals@clarkinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Union Mutual Fire Insurance Companies</td> <td></td> <td>25860</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Union Mutual Fire Insurance Companies		25860	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																					
INSURED Goodwin Community Health 311 Route 108 Somersworth, NH 03878																					

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		BOP0101921	07/31/2014	07/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BOP0101921	07/31/2014	07/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP0119847	07/31/2014	07/31/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER NH DHHS Director, Division of Public Health Services 29 Hazen Drive Concord, NH 03301-6504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/4/2014

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Amtrust Security National INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Goodwin Community Health Center 311 Route 108 Somersworth, NH 03878	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SWC1050980	7/31/2014	7/31/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E. L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E. L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E. L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E. L. EACH ACCIDENT	\$ 500,000	E. L. DISEASE - EA EMPLOYEE	\$ 500,000	E. L. DISEASE - POLICY LIMIT	\$ 500,000
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E. L. DISEASE - EA EMPLOYEE	\$ 500,000														
E. L. DISEASE - POLICY LIMIT	\$ 500,000														

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

CERTIFICATE HOLDER Department of Health and Human Services Contracts and Procurement Unit 129 Pleasant Street Concord, NH 03301-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Goodwin Community Health
and Subsidiary**

Financial Report

June 30, 2013

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Accessible
Approachable
Accountable

Independent Auditors' Report

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

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Goodwin Community Health and Subsidiary (the Center) which comprise the consolidated statements of financial position as of June 30, 2013 and 2012, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

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, 2013 and 2012, and the consolidated changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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 04330-1637 | 207-622-4766 | 207-622-6545 fax

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An Independently Owned Member, McGladrey Alliance
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Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating schedules on pages 20 through 22 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

A handwritten signature in black ink, appearing to read "Macgregor".

Augusta, Maine
November 14, 2013

Consolidated Statements of Financial Position

June 30,

	2013	2012
ASSETS		
Current Assets		
Cash and cash equivalents (Notes 1 and 2)	\$ 584,487	\$ 299,585
Accounts receivable, net (Notes 1 and 3)	229,940	343,099
Grants receivable (Note 4)	108,182	85,240
Current portion of pledges receivable (Note 5)	25,036	13,999
Cost settlement receivable (Note 6)		38,930
Prepaid expenses	3,637	8,000
Total Current Assets	<u>951,282</u>	<u>788,853</u>
Property and Equipment, Net (Notes 1 and 7)	<u>6,547,866</u>	<u>6,785,398</u>
Other Assets		
Goodwill (Note 1)	17,582	17,582
Pledges receivable, net of current portion (Note 5)	11,494	12,281
Total Other Assets	<u>29,076</u>	<u>29,863</u>
Total Assets	<u>\$ 7,528,224</u>	<u>\$ 7,604,114</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 260,730	\$ 385,167
Accrued expenses	320,772	307,764
Lines of credit (Note 8)	327,280	330,280
Current portion of long-term debt (Note 9)	128,157	103,840
Total Current Liabilities	<u>1,036,939</u>	<u>1,127,051</u>
Long-term Liabilities		
Long-term debt, net of current portion (Note 9)	935,100	1,062,605
Total Long-term Liabilities	<u>935,100</u>	<u>1,062,605</u>
Total Liabilities	<u>1,972,039</u>	<u>2,189,656</u>
Net Assets		
Unrestricted (Deficit)	(73,807)	(360,414)
Temporarily restricted (Note 11)	5,629,992	5,774,872
Total Net Assets	<u>5,556,185</u>	<u>5,414,458</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 7,528,224</u>	<u>\$ 7,604,114</u>

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

Consolidated Statement of Activities

Year ended June 30, 2013

	Unrestricted	Temporarily Restricted	Total
Operating Revenue and Support			
Patient service revenue (Notes 1 and 10)	\$ 4,468,027		\$ 4,468,027
Provision for bad debts	(275,559)		(275,559)
Net patient service revenue	<u>4,192,468</u>		<u>4,192,468</u>
Grants, contracts and contributions (Notes 1 and 12)	2,135,975	\$ 35,416	2,171,391
WIC food vouchers (Note 16)	1,644,806		1,644,806
Other	215,425		215,425
	<u>8,188,674</u>	<u>35,416</u>	<u>8,224,090</u>
Net assets released from restrictions	180,296	(180,296)	
Total Operating Revenue and Support	<u>8,368,970</u>	<u>(144,880)</u>	<u>8,224,090</u>
Functional Expenses			
Program services	6,906,216		6,906,216
Fundraising	140,188		140,188
General and administrative	<u>1,196,207</u>		<u>1,196,207</u>
Total Expenses	<u>8,242,611</u>		<u>8,242,611</u>
Change in Net Assets from Operating Activities	<u>126,359</u>	<u>(144,880)</u>	<u>(18,521)</u>
Non-Operating Revenue and Support			
Rent income	12,182		12,182
Class action settlement	<u>148,066</u>		<u>148,066</u>
Change in Net Assets from Non-Operating Activities	<u>160,248</u>		<u>160,248</u>
Total Change in Net Assets	288,607	(144,880)	141,727
Net Assets (Deficit), Beginning of Year	<u>(360,414)</u>	<u>5,774,872</u>	<u>5,414,458</u>
Net Assets (Deficit), End of Year	<u>\$ (73,807)</u>	<u>\$ 5,629,992</u>	<u>\$ 5,556,185</u>

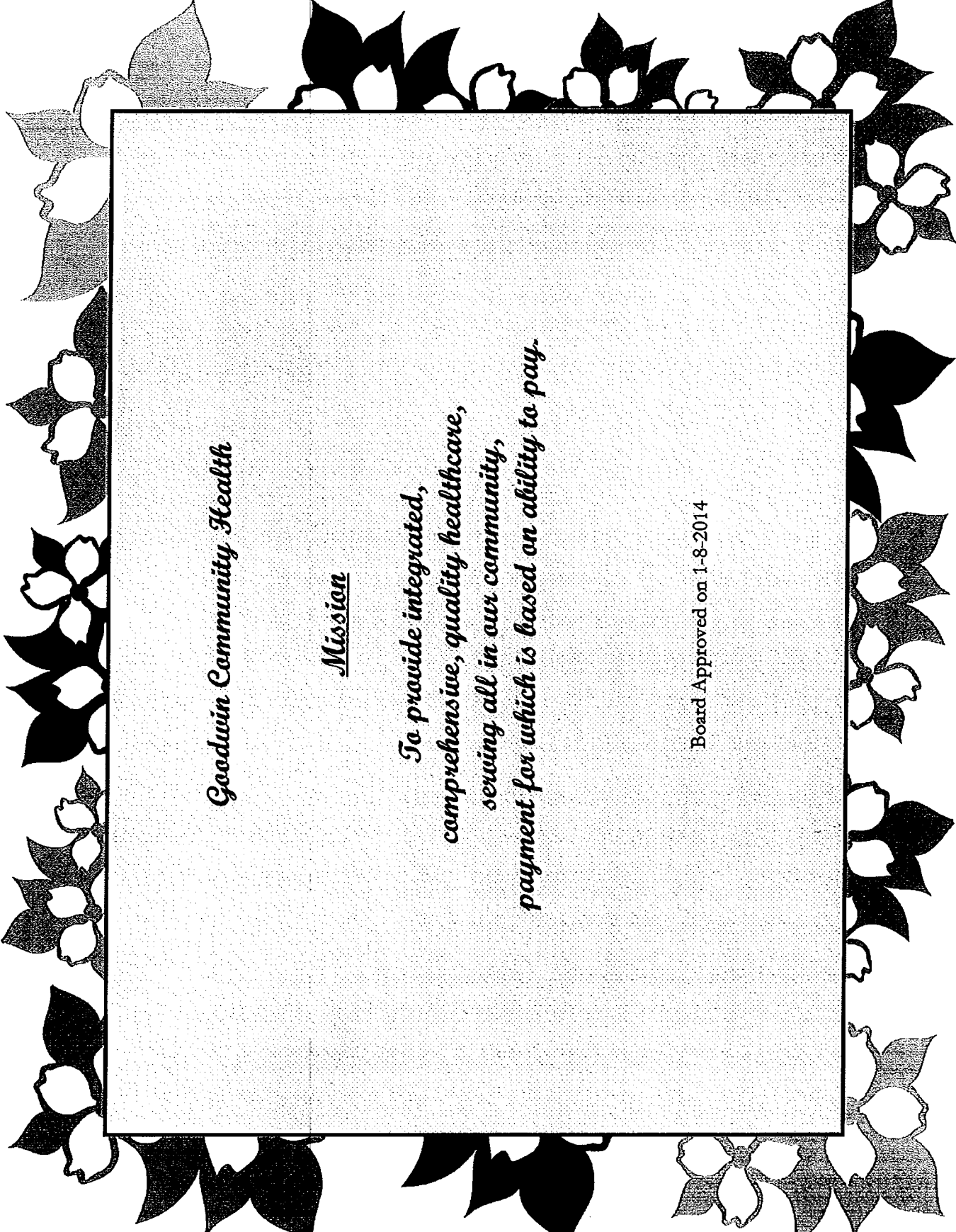
The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statement of Activities - Continued

Year ended June 30, 2012

	Unrestricted	Temporarily Restricted	Total
Operating Revenue and Support			
Patient service revenue (Notes 1 and 10)	\$ 3,613,824		\$ 3,613,824
Provision for bad debts	<u>(361,889)</u>		<u>(361,889)</u>
Net patient service revenue	<u>3,251,935</u>		<u>3,251,935</u>
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	<u>29,042</u>		<u>29,042</u>
	6,850,940	15,000	6,865,940
Net assets released from restrictions	<u>246,366</u>	<u>(246,366)</u>	
Total Operating Revenue and Support	<u>7,097,306</u>	<u>(231,366)</u>	<u>6,865,940</u>
Functional Expenses			
Program services	6,479,198		6,479,198
Fundraising	179,644		179,644
General and administrative	<u>1,266,168</u>		<u>1,266,168</u>
Total Expenses	<u>7,925,010</u>		<u>7,925,010</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	<u>15,675</u>		<u>15,675</u>
Change in Net Assets from Non-Operating Activities	<u>101,919</u>		<u>101,919</u>
Total Change in Net Assets	(725,785)	(231,366)	(957,151)
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>

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

A decorative border of black and grey 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 1-8-2014

Goodwin Community Health

Name/Address	Occupation
Chair David B. Staples, DDS	Dentist Consumer
Vice Chair Valerie Goodwin	Business
Board Treasurer Mark Boulanger	CPA
Board Secretary: Timothy Beaupre, Esq.	Attorney
Board Members	
Pamela Bertram, MD	Physician
Robert F. Kraunz, MD	Retired Physician
Allison Neal	Education Consultant Consumer
Hilton Kelly	Financial Advisor Consumer
Kirsten Jones	Food Service Industry Consumer
Nancy Burgess-Anderson	Retired-Community Non-Profit Agencies Consumer
Donald Chick	Business Owner Consumer
Mathurin Malby, MD	Physician/ ER Director
Allyson Hicks	Finance Director

KEY ADMINISTRATIVE PERSONNEL - Amendment 1

NH Department of Health and Human Services

Contractor Name: Goodwin Community Health

Name of Program: _____

BUDGET PERIOD: SFY 15 - Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Janet Laatsch	CEO	\$143,208	0.00%	\$0.00
Erin Ross	CFO	\$91,125	0.00%	\$0.00
Melissa Silvey	Public Health Director	\$71,000	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD: SFY 15 - Community Health Improvement Planning				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Janet Laatsch	CEO	\$143,208	0.00%	\$0.00
Erin Ross	CFO	\$91,125	0.00%	\$0.00
Melissa Silvey	Public Health Director	\$71,000	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

JANET M. LAATSCH
311 Route 108
Somersworth, NH 03878

Jlaatsch@GoodwinCH.org

603-953-0065

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

WORK EXPERIENCE:

Goodwin Community Health (GCH)

Somersworth, NH

2001-Present

Chief Executive Officer

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

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

MELISSA J. SILVEY

PROFESSIONAL EXPERIENCE

Director, Public Health and Substance Misuse Prevention , October 2010-Present Goodwin Community Health, Somersworth NH

Ongoing development of a comprehensive Regional Network for 20 Cities and Towns in the greater Seacoast area that encompasses Assessment, Capacity, Planning, Implementation and Evaluation. The project is steeped in cultural competency and sustainability. Board development and ongoing membership retention which will lead to sustaining a prevention infrastructure. Environmental strategies will be identified and implemented to lead to a lasting impact and reduction on alcohol, marijuana and OTC/Prescription drug abuse among youth and young adults within the Region.

KEY CONTRIBUTIONS & ACCOMPLISHMENTS:

Network Development

- Workgroups development to identify regional priorities related to substance use consequence and consumption
- Provided stakeholders an opportunity to convene and develop prevention infrastructure within sector based settings
- Developed strategic allinaces and growth plans for a multitude of partners to address the changing landscape in non-profit funding within the State
- Formation of media strategies using a multitude of platforms including social, e-newsletters, newspaper and non-traditional sources to convey helath and wellness messages

CPC Coordinator, 2007-2010

United Way of the Greater Seacoast, Portsmouth, NH

Ongoing development of a comprehensive Strategic Prevention Framework for 20 Cities and Towns in the greater Seacoast area that encompasses Assessment, Capacity, Planning, Implementation and Evaluation. The project is steeped in cultural competency and sustainability. Nurtured Board development and created membership which led to a prevention infrastructure. Environmental strategies were identified to lead to a lasting impact and reduction on underage drinking and binge drinking within the Region.

KEY CONTRIBUTIONS & ACCOMPLISHMENTS:

Program Development

- Developed capacity within region to bolster prevention efforts toward consequence and consumption of underage drinking and binge drinking
- Provided stakeholders an opportunity to address prevention efforts and craft an infrastructure to deliver prevention services
- Brokered new networks that directly impacted the region to through the use of technical assistance, logistical support and capacity development.

Director, 2006-2007 ■ Deputy Director, 2005-2006 ■ Consultant, 2004-2005

Milton S. Eisenhower Foundation, Youth Development & Employment Relocation Programs, Washington, D.C.

Earned promotions from consultant into newly created position as Director of Youth Development & Employment Replication Programs. Took the lead in replicating Youth Safe Haven sites and Quantum Opportunities program throughout NH, then providing technical assistance to other programs nationwide (both start-up and established sites). Additionally spearheaded research and development of national model for launch of an out-of-school youth program.

Directly supervise operations of NH sites. Form and cultivate community partnerships, identify grant/funding opportunities, and work on congressional appeals for funding. Represent Foundation, working with program sites around

...Continued

PROFESSIONAL EXPERIENCE, CONTINUED

the nation to set measurable goals and improve performance; help attain non-profit status for sites without existing 501c3 status. Report directly to CEO and COO; advise senior management on nationwide trends in funding.

KEY CONTRIBUTIONS & ACCOMPLISHMENTS:

- | | |
|--|--|
| Program Development | <ul style="list-style-type: none">▪ Developed national program for drop-out students; created out-of-school youth program for national replication based on extensive research/analysis.▪ Launched new program in Nashua, NH, identifying and correcting program deficiencies, ultimately securing \$655,000 in funding for 4 additional NH sites. Lobbied for funding and helped expand sites into strategic locations nationwide.▪ Unearthed funding sources for national intermediary organization that directly benefited 1,000+ children and families nationwide. Served as advocate for national funding through the federal government. |
| Marketing & Business Development | <ul style="list-style-type: none">▪ Sold program concepts to community leaders and stakeholders, persuasively presenting benefits of replicating and implementing scientifically validated programs. Built coalitions and partnerships with local and national youth-service organizations.▪ Established brand and recognition for NH sites through implementation of media campaign that provided public relations through local newspapers. Spotlighted by media for involvement of Eisenhower Foundation as program cornerstone. |
| Process & Performance Improvement | <ul style="list-style-type: none">▪ Worked directly with site directors and stakeholders, bringing real-world perspective and years of experience to assist in designing and implementing program enhancements and changes to improve program goals and outcomes.▪ Provided sites nationwide with expertise and guidance in techniques for effective online data collection and analysis. |
| Strategic Partnerships | <ul style="list-style-type: none">▪ Teamed with local/state law enforcement and NH National Guard to develop drug prevention strategies and community-based policing in state's most critical-need neighborhoods. Developed and fostered key relationships with NH Congressional delegations to further site development efforts. |

Director, 1998-2005 ■ Coordinator, 1996-1998

Dover Housing Authority, Family Services/Drug Prevention & Family Support Programs, Dover, NH

Promoted to direct Family Services program, reporting directly to Executive Director within 184-unit family housing development. Completely transformed program into a nationally recognized, award-winning program that expanded into 2 locations with significantly increased capacity, new strategic partnerships throughout the community, and strategic positioning to vie competitively for national, state, and local funding.

Built and supervised a 15-person FT and PT staff (expanded from 4 to 15 employees). Oversaw and coordinated public relations, budget management, business development/grant writing, program development, client communications, and problem resolution. Administered more than \$1.5 million in grants, reporting to 15 grant and funding sources annually.

EDUCATION

Bachelor of Social Work (B.S.W.), emphasis in Political Science – 1996
COLORADO STATE UNIVERSITY- Pueblo, CO

CERTIFICATIONS

Certified Prevention Specialist (C.P.S), – 2011
NH PREVENTION CERTIFICATION BOARD- Manchester, NH



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



101 Barb

May 13, 2013

G&C Approved

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

Date 7/10/13
Item # 101

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control and Public Health Protection and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into an agreement with Goodwin Community Health (Vendor #154703-B001), 311 Route 108, Somersworth, NH 03878, in an amount not to exceed \$334,092.00, to improve regional public health emergency preparedness, substance misuse prevention and related health promotion capacity, and implement school-based influenza clinics, 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 SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

91.42% Federal, 4.39% General, 4.19% Other

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$50,366.00
SFY14	102-500731	Contracts for Prog Svc	90077026	\$33,800.00
			Sub-Total	\$84,166.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$50,366.00
SFY 15	102-500731	Contracts for Prog Svc	90077026	\$33,800.00
			Sub-Total	\$84,166.00
			Sub-Total	\$168,332.00

05-95-90-901510-5398 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU PUBLIC HEALTH PROTECTION, EMERGENCY RESPONSE

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90030000	\$7,000.00
SFY 15	102-500731	Contracts for Prog Svc	90030000	\$7,000.00
			Sub-Total	\$14,000.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
 DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES,
 PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
			Sub-Total	\$130,760.00

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
 DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90023010	\$10,500.00
SFY 15	102-500731	Contracts for Prog Svc	90023010	\$10,500.00
			Sub-Total	\$21,000.00
			Total	\$334,092.00

EXPLANATION

Funds in this agreement will be used to allow Goodwin Community Health to align a range of public health and substance misuse prevention and related health promotion activities. Goodwin Community Health will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

This agreement will build regional capacity in four broad areas: a Regional Public Health Advisory Committee; Regional Public Health Preparedness, Substance Misuse Prevention and Related Health Promotion services; and School-Based Seasonal Influenza Clinics. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, Division of Public Health Services and Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

Goodwin Community Health will also lead a coordinated effort with regional public health, health care and emergency management partners to develop and exercise regional public health emergency response plans to improve the region's ability to respond to public health emergencies. Additional funding is provided to support planning to receive evacuees in the event of a radiological emergency related to Seabrook Station. Goodwin Community Health will also collaborate with local partners to support a Medical Reserve Corps unit made up of local volunteers who work in emergency medical clinics and shelters. These regional activities are integral to the State's capacity to respond to public health emergencies.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and "super storm" Sandy.

Goodwin Community Health will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play."

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

Goodwin Community Health will also implement seasonal influenza vaccination clinics in select schools. This initiative represents their ability to expand the range of public health services they offer that are data-driven, known to be effective, and respond to regional needs. Seasonal influenza vaccination rates lag behind the rates for all other recommended childhood immunizations. In order to increase the percent of children six months through 18 years of age who are vaccinated against influenza, New Hampshire must increase access to

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 13, 2013
Page 4

vaccination services in the school-aged population. New Hampshire's efforts to vaccinate infants and young children against influenza have been more successful than efforts to vaccinate school children, as demonstrated by Medicaid data. The Division of Public Health Services' goal is to increase the percent of children ages 5-12 from 60% in the 2011-2012 influenza season and from 32% for children age 13-17 years in that same period to the national Healthy People 2020 goal of 80% for all children.

Achieving higher rates of immunization in a school community is known to lower absenteeism among children and school staff. Schools will be targeted in order to access children who may experience the greatest barriers to vaccination including, but not limited to: a lack of local medical providers; lack of transportation; socioeconomic status; or who live in communities in Medically Underserved Areas.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in this region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services. Finally, the ability to increase immunization rates among children who experience barriers to this preventative measure would be lost.

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' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with Goodwin Community Health being one of two bids to provide these services in this region. This bid was reviewed by three Department of Health and Human Services reviewers and two external reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Substance misuse prevention and related health promotion services were contracted previously with this agency in SFY 2012 in the amount of \$75,000. Substance misuse prevention and related health promotion services will be reduced by \$9,620 as a result of an increase from 10 to 13 in the number of regional prevention networks being funded. This is the initial agreement with this Contractor for emergency preparedness, radiological response planning, and school-based influenza clinics.

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

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the Division of Public Health Services that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).
- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic.
- Percent of students receiving seasonal influenza vaccination
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

Area served: Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth and Strafford.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 13, 2013
Page 6

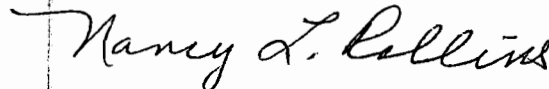
Source of Funds is 91.42% Federal Funds from the U.S. Centers for Disease Control and Prevention and Substance Abuse and Mental Health Services Administration, 4.39% General Funds and 4.19% Other Funds, Transfer from Emergency Management.

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

Respectfully submitted,

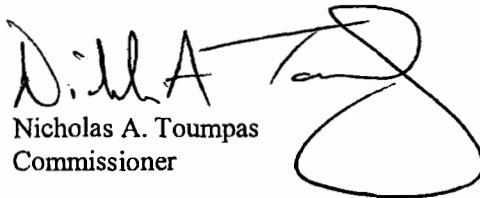


José Thier Montero, MD
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Tounpas
Commissioner

JTM/NLR/NT/js

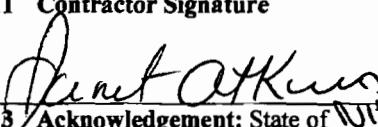
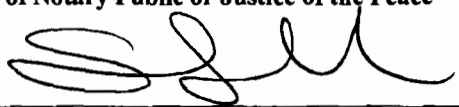
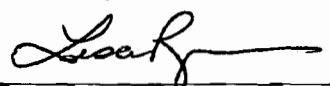
Subject: Regional Public Health Network Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Goodwin Community Health		1.4 Contractor Address 311 Route 108 Somersworth, NH 03878	
1.5 Contractor Phone Number (603) 516-2550	1.6 Account Number 05-95-90-902510-5171-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$334,092.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Janet Atkins, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>4-18-13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Sherryl Ann Trask, Notary</u>		<div style="border: 1px solid black; padding: 5px; display: inline-block;">SHERRYL ANN TRASK NOTARY PUBLIC NEW HAMPSHIRE MY COMMISSION EXPIRES NOV. 19, 2013</div>	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Jeane P. Herrick, Attorney</u> On: <u>27 May, 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services

Regional Public Health Network Services

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

CONTRACTOR NAME: Goodwin Community Health
311 Route 108
ADDRESS: Somersworth, NH 03878
Executive Director: Janet Atkins
TELEPHONE: (603) 516-2550

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related

services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32!
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups
 - 5.7. Documentation and record-keeping

- 5.8. Process for reviewing and revising the policies and procedures
6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.¹
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Implement at least one priority intervention identified during the HVA conducted in SFY 13.

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
 - 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.
 - 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
 - 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
 3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).
 - 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
 - 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. Radiological Emergency Planning and Response

Potassium Iodide Mass Dispensing Planning

1. The contractor in Region 7 & 9 will collaborate with the NH DPHS and the NH DHHS ESU to develop Potassium Iodide mass dispensing plans at Reception Centers and other locations identified during the planning process. Such plans would only be activated in response to a nuclear plant event.
2. The contractors in both these regions will attend planning meetings with state and local partners to integrate and, as necessary, expand existing regional mass dispensing plans into the REP.
 - 2.1 Participate in up to four one-day emergency drills per year.
 - 2.1.1 During SFY 14 the contractor in Region 7 will participate as an observer or evaluator and in 2015 as an active player.
 - 2.1.1.1 During SFY 14 the contractor Region 9 will participate as an active player and in 2015 as an observer or evaluator.

5. School-Based Seasonal Influenza Vaccination Services

1. Implement vaccination programs against seasonal influenza in primary, middle, and high schools based on guidance and protocols from the NH Immunization Program (NHIP).
 - 1.1 Recruit public and non-residential private schools to participate in school-based clinics based on priorities established by the DPHS. Priorities may be based on socioeconomic status, prior year vaccination rates, or other indicators of need.
 - 1.2 School influenza vaccination clinics must be held during the school day (approximately 8 A.M. to 4 P.M.) and on school grounds.
 - 1.3 As requested by the DPHS, use the IRMS to manage vaccine provided under the auspices of the DPHS NHIP.
 - 1.4 Submit all required documentation for immunized individuals to the NHIP within 10 business days after each clinic.
 - 1.5 Report all known adverse reactions according to protocols established by the NHIP.
 - 1.6 Dispose of all biological waste materials in accordance with regulations established by the State of New Hampshire.
 - 1.7 Conduct debriefings after each clinic to identify opportunities for improvements.

6. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

7. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Radiological Emergency Preparedness and Response

PHN coordinator from the funded regions will attend a one-day training on the NH REP.

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

Immunization Services

1. Participate in bi-monthly conference calls with NHIP staff.
2. Attend a half-day Training of Trainers in-service program offered by the NHIP.

8. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. Regional Radiological Emergency Planning and Response, Mass Dispensing Planning
- e. School-Based Vaccination Services
- f. Training and Technical Assistance
- g. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.
 - 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.

- 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2. Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness, Radiological Preparedness and School- Based Immunization Clinics

1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion

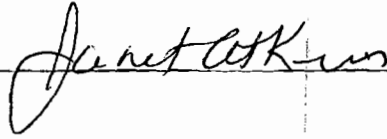
1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).
 - 1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

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 appropriate DHHS office immediately for additional guidance.

Executive Director Signature: _____



NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

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

CONTRACTOR NAME: Goodwin Community Health
311 Route 108
ADDRESS: Somersworth, NH 03878
Executive Director: Janet Atkins
TELEPHONE: (603) 516-2550

Vendor #154703-B001	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #90077026	Appropriation #05-95-90-902510-5171-102-500731
	Job #90030000	Appropriation #05-95-90-901510-5398-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734
	Job #90023010	Appropriation #05-95-90-902510-5178-102-500731

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:

\$100,732 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds, \$67,600 for Public Health Preparedness – Cities Readiness Initiative, funded from 100% federal funds from the U.S. CDC, (CFDA #93.069), \$14,000 for Radiological Emergencies, funded from 100% Other funds, Transfer from Emergency Management, \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959) and \$21,000 for School Based Vaccination Clinics, funded from 100% federal funds from the National Center for Immunization and Respiratory Diseases, CDC, (CFDA #93.268).

TOTAL: \$334,092

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.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

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

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

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

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

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

officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence, and.

17. Renewal:

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. Authority to Adjust

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

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.

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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


Contractor Signature

Executive Director

Contractor's Representative Title

Goodwin Community Health

Contractor Name

4-18-13

Date

JFA
4-18-13



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Regional Public Health Network Services**

This 1st Amendment to the Granite United Way, contract (hereinafter referred to as "Amendment One") dated this 13 day of November, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Granite United Way, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 46 South Main Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #102, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to change the scope of services and the price limitation, and

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

1. **Change** price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$346,138.
2. **Add** Exhibit A-1, Additional Scope of Services
3. **Amend** Exhibit B, Purchase of Services, Contract Price, to add:
 - 1.1. The contract price shall increase by \$25,000 for SFY 2015 for a total increase of \$25,000.
 - 1.2. Funding is available as follows:
 - \$15,000 - 100% Federal Funds from the Substance Abuse and Mental Health Services, CFDA #93.959, Federal Award Identification Number (FAIN), TI010035-14;
 - \$10,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037.
4. **Amend** Exhibit B, Purchase of Services, Contract Price, to:

Delete: Paragraph 6 and,

Replace with:



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

5. **Amend** Budget to add: Exhibit B-1 (2015)

6. **Amend** Exhibit C, Special Provisions to:

Delete: Exhibit C, Special Provisions,

Replace with: Exhibit C, Special Provisions Amendment #1

7. **Add:** Exhibit C-1, Revisions to General Provisions

8. **Amend** Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance to:

Delete: Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and;

Replace with: Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection Amendment #1

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



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

State of New Hampshire
Department of Health and Human Services

11/15/15
Date

[Signature]
Brook Dupee
Bureau Chief

Granite United Way

11-13-2014
Date

[Signature]
Name: Patrick Tufts
Title: President & CEO

Acknowledgement:

State of New Hampshire County of Hillsborough on 11/13/2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Karen Kim Lizotte
Name and Title of Notary or Justice of the Peace

KAREN KIM LIZOTTE
Notary Public - New Hampshire
My Commission Expires December 20, 2016

My Commission Expires: _____

v



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

OFFICE OF THE ATTORNEY GENERAL

1/26/15
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: [Signature]
Date: 11/13/14



Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is

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Exhibit A-1

made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.

1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.

1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.

1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:

1.2.1 Understand the nature of substance use disorders;

1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;

1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;

1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;

1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:

1.2.5.1 Environmental strategies

1.2.5.2 Prevention services

1.2.5.3 Intervention services

1.2.5.4 Treatment services

1.2.5.5 Recovery support services

1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.

1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and



Exhibit A-1

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
 - 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Reporting Requirements

1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

1. Completion and approved work plan within one month of the approved contract.
2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

1. Completion and approved work plan within one month of the approved contract.

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Exhibit A-1

2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

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**Exhibit B-1 - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Granite United Way

**Regional Public Health Network Amendment
Budget Request for:** Award

(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)

1. Total Salary/Wages	\$ 20,935.00	\$ -	\$ 20,935.00
2. Employee Benefits	\$ 1,565.00	\$ -	\$ 1,565.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 2,500.00	\$ -	\$ 2,500.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 25,000.00	\$ -	\$ 25,000.00

Indirect As A Percent of Direct

0.0%

Contractor Initials: PT

Date: 11/13/14



SPECIAL PROVISIONS

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

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

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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

3. Renewal:

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of the competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Insurance

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess umbrella liability coverage in the amount of \$1,000,000 per occurrence.

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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

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Date

11/13/14

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



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

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

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

11/13/14
Date

Contractor Name:


Name: Patrick Tufts
Title: President & CEO

Exhibit G- Amendment #1

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

Contractor Initials

PT

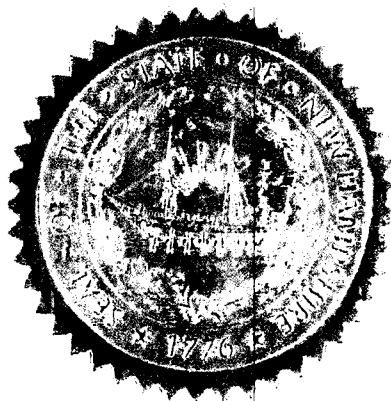
Date

11/13/14

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 Granite United Way is a New Hampshire nonprofit corporation formed March 30, 1927. 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 9th day of May A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

K. Mark Pinner of Granite United Way, do hereby certify that:

- 1. I am the duly elected Chairman of Granite United Way;
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on June 19, 2012;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the President & CEO is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Patrick Tufts is the duly elected President & CEO of the corporation.

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of Nov. 13, 2014

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the corporation this 13th day of November, 2014

K. Mark Pinner

STATE OF NH
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 13th day of November 2014 by Linda G. Weston.

Linda G. Weston
Notary Public/Justice of the Peace
My Commission Expires: 03/12/2019





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2015

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

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

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Sara Hartshorn PHONE (A/C No. Ext): (603) 224-2562 E-MAIL ADDRESS: shartshorn@rowleyagency.com	FAX (A/C No.): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Granite United Way 22 Concord Street Floor 2 Manchester NH 03101	INSURER A: Hanover Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ZHV900337104	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ZHV900337104	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		JHV9003210-04	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A		3A States: NH WHV8996802-04	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Covering operations of the Named Insured during the policy period.

CERTIFICATE HOLDER **CANCELLATION**

NH Department of Health and Human Svcs 129 Pleasant Street 4th Floor Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Sara Hartshorn/SBH <i>Sara Hartshorn</i>

GRANITE UNITED WAY

FINANCIAL REPORT

MARCH 31, 2014

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NW
Co. NATHAN WECHSLER & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Granite United Way
Manchester, New Hampshire 03101

We have audited the accompanying statement of financial position of Granite United Way as of March 31, 2014, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Granite United Way as of March 31, 2014, and the results of its operations, changes in net assets, functional expenses, and cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Nathan Wechsler & Company

Concord, New Hampshire
July 15, 2014

40 Pleasant Street, Suite 200
Concord, NH 03301

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Fax: 603-225-1101

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Fax: 603-225-1101

**GRANITE UNITED WAY
STATEMENT OF FINANCIAL POSITION
March 31, 2014**

ASSETS

CURRENT ASSETS

Cash	871,128	\$	113,380	\$	-	-	\$	984,508
Prepaid and reimbursable expenses	87,643	-	-	-	-	-	-	87,643
Rent receivable	8,370	-	-	-	-	-	-	8,370
Grants receivable	-	11,743	-	-	-	-	-	11,743
Contributions receivable, net of allowance for uncollectible contributions	-	3,312,819	-	-	-	-	-	3,312,819
<i>Total current assets</i>	967,141	3,437,942						4,405,083

OTHER ASSETS

Property and equipment, net	1,524,431	-	-	-	-	-	-	1,524,431
Investments	979,722	-	30,384	100,397	-	-	-	1,110,503
Beneficial interest in assets held by others	-	-	1,703,853	-	-	-	-	1,703,853
	2,504,153	-	1,734,237	100,397	-	-	-	4,338,787
<i>Total assets</i>	\$ 3,471,294	\$ 3,437,942	\$ 1,734,237	100,397	\$	\$	\$	8,743,870

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

ALLOCATED ANNUAL CAMPAIGN SUPPORT DESIGNATED FOR FUTURE PERIODS

Future allocations payable	2,753,608	\$	-	\$	-	-	-	2,753,608
Donor-designations payable:								
Annual campaign	796,904	-	-	-	-	-	-	1,049,009
State of New Hampshire campaign	50,444	-	50,444	-	-	-	-	100,888
	3,056,157	-	847,348	-	-	-	-	3,903,505

Current maturities of long-term debt	10,733	-	-	-	-	-	-	10,733
Funds held for others	32,496	-	-	-	-	-	-	32,496
Grants payable	108,078	-	-	-	-	-	-	108,078
Accounts payable	60,166	-	-	-	-	-	-	60,166
Accrued expenses	116,667	-	-	-	-	-	-	116,667
Deferred revenue	142,815	-	-	-	-	-	-	142,815
<i>Total current liabilities</i>	3,527,112	847,348						4,374,460
	261,430	-	-	-	-	-	-	261,430

LONG-TERM DEBT, less current maturities

COMMITMENTS (See Notes)

NET ASSETS (DEFICIT):

Unrestricted	(1,569,516)	-	-	-	-	-	-	(1,569,516)
Unrestricted, invested in property and equipment	1,252,268	-	-	-	-	-	-	1,252,268
<i>Total unrestricted net deficit</i>	(317,248)	2,590,594	1,734,237	-	-	-	-	(317,248)
Temporarily restricted	-	-	-	100,397	-	-	-	4,324,831
Permanently restricted	-	-	-	-	100,397	-	-	100,397
<i>Total net assets (deficit)</i>	(317,248)	2,590,594	1,734,237	100,397	100,397	-	-	4,107,980
<i>Total liabilities and net assets</i>	\$ 3,471,294	\$ 3,437,942	\$ 1,734,237	\$ 100,397	\$	\$	\$	8,743,870

See Notes to Financial Statements.

GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended March 31, 2014

	Unrestricted	Temporarily Restricted		Permanently Restricted	Total
		Campaign	Endowment		
Support and revenues					
Support:					
Campaign revenue:					
Total contributions pledged	\$ -	\$ 6,925,752	\$ -	\$ -	\$ 6,925,752
Less donor designations	-	(1,551,774)	-	-	(1,551,774)
Less provision for uncollectible pledges	-	(296,346)	-	-	(296,346)
Add prior years' excess provision for uncollectible pledges taken into income in current year	200,450	-	-	-	200,450
<i>Net campaign revenue</i>	200,450	5,077,632	-	-	5,278,082
Sponsors and other contributions	1,605	218,133	-	-	219,738
Grant revenue	-	227,207	-	-	227,207
Homeless Service Center contributions	-	79,912	-	-	79,912
In-kind contributions	43,218	-	-	-	43,218
Program contributions	-	18,438	-	-	18,438
<i>Total support</i>	245,273	5,621,322	-	-	5,866,595
Other revenue:					
Administrative fees	140,730	-	-	-	140,730
Returned grant	10,000	-	-	-	10,000
Rental income	68,521	-	-	-	68,521
Miscellaneous income	5,278	-	-	-	5,278
<i>Total support and revenues</i>	469,802	5,621,322	-	-	6,091,124
Net assets released from restrictions for satisfaction of program and time restrictions	5,860,912	(5,860,912)	-	-	-
	6,330,714	(239,590)	-	-	6,091,124
Expenses:					
Program services:					
Allocated to agencies	2,960,117	-	-	-	2,960,117
Other program services	1,930,988	-	-	-	1,930,988
Support services:					
Management and general	877,275	-	-	-	877,275
Fundraising	699,328	-	-	-	699,328
<i>Total expenses</i>	6,467,708	-	-	-	6,467,708
<i>Decrease in net assets before other activities</i>	(136,994)	(239,590)	-	-	(376,584)
Other activities:					
Increase in value of beneficial interest in trusts, net of fees \$10,655	-	-	110,998	-	110,998
Realized and unrealized gains on investments	6,189	-	3,889	-	10,078
Investment income	102,712	-	3,343	-	106,055
<i>Total other activities</i>	108,901	-	118,230	-	227,131
Decrease in unrestricted net assets	(28,093)	-	-	-	(28,093)
Increase (decrease) in temporarily restricted net assets	-	(239,590)	118,230	-	(121,360)
<i>Net increase (decrease) in net assets</i>	(28,093)	(239,590)	118,230	-	(149,453)
Net assets (deficit), beginning of year	(289,155)	2,830,184	1,616,007	100,397	4,257,433
<i>Net assets (deficit), end of year</i>	\$ (317,248)	\$ 2,590,594	\$ 1,734,237	\$ 100,397	\$ 4,107,980

See Notes to Financial Statements.

Page 3

GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES
Year Ended March 31, 2014

	Other program services	Management and general	Fundraising	Total
Salaries and wages	\$ 903,530	\$ 534,742	\$ 405,666	\$ 1,843,938
Payroll taxes	67,089	39,706	30,122	136,917
Employee fringe benefits	88,819	52,566	39,878	181,263
Employer 403(b) contribution	34,854	20,628	15,649	71,131
<i>Total salaries and related benefits</i>	<u>1,094,292</u>	<u>647,642</u>	<u>491,315</u>	<u>2,233,249</u>
Occupancy	130,449	35,472	26,505	192,426
211 expenses	116,148	-	-	116,148
Other program services (See Note 13)	101,378	-	-	101,378
Telephone, communications and technology	43,066	24,232	18,106	85,404
Volunteer income tax assistance expenses	73,830	-	-	73,830
Homeless service center expenses	70,090	-	-	70,090
United Way Worldwide dues	32,462	19,212	14,575	66,249
Publications, printing and campaign expenses	-	-	66,103	66,103
Grant expenses-Drug Free Grants	54,425	-	-	54,425
Supplies and office expense	25,772	15,253	11,571	52,596
Travel	22,297	12,186	9,106	43,589
In-kind expenses	21,177	12,533	9,508	43,218
Professional services	-	41,445	-	41,445
Conferences, training and meetings	18,100	10,712	8,126	36,938
Insurance	15,734	9,312	7,064	32,110
Special events	14,947	2,746	2,051	19,744
Other dues and awards	9,363	5,542	4,204	19,109
Postage	6,557	3,881	2,944	13,382
Miscellaneous	6,552	3,877	2,941	13,370
Investment fees	5,959	3,527	2,676	12,162
Community needs assessment	11,834	-	-	11,834
Community impact expenses	6,369	-	-	6,369
<i>Total expenses before interest and depreciation</i>	<u>1,880,801</u>	<u>847,572</u>	<u>676,795</u>	<u>3,405,168</u>
Interest expense	5,860	3,468	2,631	11,959
Depreciation	44,327	26,235	19,902	90,464
<i>Total functional expenses</i>	<u>\$ 1,930,988</u>	<u>\$ 877,275</u>	<u>\$ 699,328</u>	<u>\$ 3,507,591</u>

GRANITE UNITED WAY

STATEMENT OF CASH FLOWS

Year Ended March 31, 2014

CASH FLOWS FROM OPERATING ACTIVITIES	
Decrease in net assets	\$ (149,453)
Adjustments to reconcile decrease in net assets to net cash used in operating activities:	
Realized and unrealized gain on investments	(10,078)
Depreciation	90,464
Prior years' excess provision for uncollectible pledges	(200,450)
Increase in rent receivable	(8,370)
Decrease in prepaid and reimbursable expenses	17,697
Decrease in contributions receivable	424,109
Increase in grants receivable	(11,743)
Increase in value of beneficial interest in assets held by others	(110,998)
Decrease in allocated annual campaign	(640,730)
Increase in funds held for others	2,396
Increase in grants payable	83,078
Decrease in accounts payable	(2,681)
Increase in accrued expenses	1,235
Decrease in deferred revenue	(9,337)
<i>Net cash used in operating activities</i>	<u>(524,861)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of property and equipment	(168,929)
Proceeds from sale of investments	454,149
Purchase of investments	(229,217)
<i>Net cash provided by investing activities</i>	<u>56,003</u>
CASH FLOWS USED IN FINANCING ACTIVITIES	
Repayments of long-term debt	<u>(10,078)</u>
<i>Net decrease in cash</i>	<u>(478,936)</u>
Cash, beginning of year	<u>1,463,444</u>
<i>Cash, end of year</i>	<u>\$ 984,508</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Cash payments for:	
Interest expense	\$ 11,960



Granite United Way

LIVE UNITED

MISSION STATEMENT

Granite United Way's mission is to improve the quality of people's lives by bringing together the caring power of communities.

Granite United Way

Worcester County
45 South Main Street
Concord, NH 03301
603.224.2595

Southern Region
22 Concord Street
Manchester, NH 02101
603.625.6939

North Country
P.O. Box 311
Rifton, NH 03561
603.444.1555

Northern Region
96 Main Street
Dorset, NH 03570
603.752.9343

Upper Valley
21 Technology Drive
W Lebanon, NH 03784
603.298.8499

Central Region
383 South Main St
Laconia, NH 03246
603.757.1121

White Village
258 Highland Street
Plymouth, NH 03264
603.536.0720

Carroll County United
448A White Mtn Highway
Tamworth, NH 03895
603.323.8139



2014 Board of Directors

BOARD MEMBER	ADDRESS	PHONE/ CELL / FAX / E-MAIL
Scott Aronson Corporate Counsel	Unit4 Business Software 1000 Elm Street, Ste. 801 Manchester, NH 03101	Work Phone: (603) 471-1731 Cell: Fax: [REDACTED]
William D. Bedor, CPA (Bill) <i>Secretary North Country Campaign Chair & Community Impact Chair</i>	Bedor Management & Investments, Inc. PO Box 350 Littleton, NH 03561	Work Phone: (603) 823-9889 [REDACTED]
Dean J. Christon Executive Director <i>Southern Region Community Impact Chair Assistant: Colette Provencher</i>	New Hampshire Housing Finance Authority 32 Constitution Drive Bedford, NH 03110	Work Phone: (603) 472-8623 [REDACTED]
Jason Cole Attorney	Devine Millimet & Branch PA 11 Amherst Street Manchester, NH	Work Phone: (603) 695-8566 Cell: Fax: [REDACTED]
Gordon Ehret Operations Leader <i>Upper Valley Community Impact Chair</i>	Hypertherm, Inc. Etna Road PO Box 5010 Hanover, NH 03755	Work Phone: (603) 643-3441 x1512 [REDACTED]
Julia Griffin Town Manager	Town of Hanover 41 South Main Street Hanover, NH 03755	Work Phone: (603) 640-3211 Cell: Fax: [REDACTED]
Stephen Hackley (Steve) Senior Vice President Greater Boston Region Assistant: Jennifer Bianco	Comcast 330 Billerica Road Chelmsford, MA 01824	Work Phone: (978) 848-5600 [REDACTED]
Heather Lavoie President	Geneia 5 Warren Street Concord, NH 03301	Work Phone: (717) 541-7715 [REDACTED]

2014 Board of Directors

BOARD MEMBER	ADDRESS	PHONE/ CELL / FAX / E-MAIL
<p>Guy Lopez <i>Northern NH Community Impact Chair</i></p>	<p>Gorham Paper & Tissue 72 Cascade Flats Gorham, NH 03851</p>	<p>[Redacted] Fax: [Redacted] [Redacted]</p>
<p>Maryann McCormack Community Volunteer <i>Central Region Community Impact Chair</i></p>	<p>[Redacted]</p>	<p>[Redacted] Cell: [Redacted] Fax: [Redacted] [Redacted]</p>
<p>John Mercier Senior Vice President Assistant: Diane Hart</p>	<p>Pentucket Bank 234 North Broadway Salem, NH 03079</p>	<p>Work Phone: (603) 894-7826 [Redacted] [Redacted] [Redacted]</p>
<p>Heidi Nadeau Executive Vice President Chief Financial Officer <i>Merrimack County Community Impact Chair</i></p>	<p>H.L. Turner Group, Inc. 27 Locke Road Concord, NH 03301-5417</p>	<p>Phone: (603) 228-1122 [Redacted] [Redacted]</p>
<p>Janet Nickerson</p>	<p>Northern Human Services- The Mental Health Center & Founders Hall 87 Washington Street Conway, NH 03818</p>	<p>Phone: [Redacted] Fax: [Redacted] [Redacted]</p>
<p>Nannu Nobis CEO <i>Secretary</i> Assistant: Nancy Parker</p>	<p>Nobis Offices 18 Chenell Drive Concord, NH 03301</p>	<p>Work Phone: (603) 724-6233 [Redacted] [Redacted] [Redacted]</p>
<p>Sean Owen President & CEO <i>GUW Marketing Chair</i> Assistant: Kelly Spain</p>	<p>wedü 20 Market Street Manchester, NH 03101</p>	<p>Work Phone: (603) 647-9338 [Redacted] [Redacted] [Redacted]</p>

2014 Board of Directors

BOARD MEMBER	ADDRESS	PHONE/FAX/CELL/EMAIL
Steven Paris, MD (Steve) Medical Director Assistant: Amy Duhaime	Dartmouth-Hitchcock Manchester 100 Hitchcock Way Manchester, NH 03104	Work Phone: (603) 695-2524 [REDACTED]
Mark Primeau President Chairman of the Board of Directors Assistant: Linda Gattermann	Bank of New Hampshire 62 Pleasant Street Laconia, NH 03246	Work Phone: (603) 527-3200 [REDACTED]
Ronald Reed (Ron) Vice President Assistant: Karen Nolin	Lincoln Financial Group One Granite Place Concord, NH 03302	Work Phone: (603) 226-5078 [REDACTED]
Jeffery Savage (Jeff) President & CEO	Franklin Savings Bank 387 Central Street Franklin, NH 03235	Work Phone: (603) 934-8363 [REDACTED]
James Scammon (Jim) Executive Vice President	Granite Group Benefits, LLC 1001 Elm Street, Suite 301 Manchester, NH 03101	Work Phone: (603) 296-0700 x104 [REDACTED]
Cathleen Schmidt (Cathy) Executive Director and CEO Assistant: Jessica Boisvert	McLane, Graf, Raulerson & Middleton P.A. Manchester, NH 03102	Work Phone: (603) 625-6464 [REDACTED]
William Sherry (Bill) <i>Immediate Past G UW Campaign Chair</i>	[REDACTED]	Work Phone: [REDACTED]
Gary Shirk VP/Director of Operations <i>Resource Development Chair</i>	[REDACTED]	[REDACTED]

2014 Board of Directors

BOARD MEMBER	ADDRESS	PHONE/FAX/CELL/EMAIL
Evan Smith President Hypertherm, Inc. Assistant: Karen McLellan	[REDACTED]	Work Phone: (603) 643-3441 [REDACTED]
Rodney Tenney (Rod) Merrimack County Office Local Community Impact Chair	[REDACTED]	Cell: Fax: [REDACTED]
Patrick Tufts President & CEO Assistant: Kathy Scanlon	Granite United Way 22 Concord St, Floor 2 Manchester, NH 03101	Phone: (603) 625-6939 ext 111 [REDACTED]
Curt Uehlein President	Apollo Global P.O. Box 1107 Moultonboro, NH 03254	[REDACTED]
Jeremy Veilleux Principal <i>Treasurer</i> Assistant: Kim Janelle	Baker Newman Noyes 650 Elm Street Suite 302 Manchester, NH 03101	Work Phone: (603) 626-2214 [REDACTED]
Alexander J. Walker, Jr. (Alex) <i>Immediate Past Chair</i> Assistant: Lise McStravock	Catholic Medical Center 195 McGregor Street Manchester, NH 03105	Work Phone: (603) 663-6040 [REDACTED]
Steven C. Webb (Steve) Market President – New Hampshire <i>Southern Region Campaign Chair</i> Assistant: Sonja Sfameni	TD Bank 300 Franklin Street Manchester, NH 03101	Work Phone: (603) 695-3456 [REDACTED]

Effective: January 25, 2014

Updated: August 20, 2014

KEY ADMINISTRATIVE PERSONNEL - Amendment 1

NH Department of Health and Human Services

Contractor Name: Granite United Way

Name of Program: Regional Public Health Network Services

BUDGET PERIOD: SFY 15 - Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Shannon Bresaw	Director, Public Health Services & Prevention	\$45,500	30.63%	\$13,935.00
Mary Reed	Public Health Emergency Preparedness Coordinator	\$61,000	0.00%	\$0.00
TBD	Substance Misuse Prevention Coordinator	\$55,000	0.00%	\$0.00
Patrick Tufts	President & CEO	\$135,505	0.00%	\$0.00
Cindy Read	Chief Financial Officer	\$77,642	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$13,935.00

BUDGET PERIOD: SFY 15 - Community Health Improvement Planning				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Shannon Bresaw	Director, Public Health Services & Prevention	\$45,500	15.38%	\$7,000.00
Mary Reed	Public Health Emergency Preparedness Coordinator	\$61,000	0.00%	\$0.00
TBD	Substance Misuse Prevention Coordinator	\$55,000	0.00%	\$0.00
Patrick Tufts	President & CEO	\$135,505	0.00%	\$0.00
Cindy Read	Chief Financial Officer	\$77,642	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$7,000.00

[REDACTED]

[REDACTED]

SHANNON SWETT BRESAW, MSW, CPS

OBJECTIVE

To obtain a position in which I can utilize the social work skills I have acquired through my education and work-related experiences. I anticipate a position in which I can apply my knowledge in the areas of clinical, community, and administrative social work to facilitate the well-being of individuals, families, and communities.

EDUCATION

Master of Social Work

2002 – 2004

University of New Hampshire

Durham, NH

- Cumulative GPA 3.87

Bachelor of Arts- Clinical Counseling Psychology

1999 – 2002

Keene State College

Keene, NH

- Cumulative GPA 3.69 (Cum Laude)

EXPERIENCE

2012 - Present

Granite United Way

Concord, NH

2007 - 2011

Director of Regional Public Health Network Services & Substance Misuse Prevention Services
Accomplishments:

- Provides direction and leadership towards achievement of the Capital Region Community Prevention Coalitions' philosophy, mission, strategic plans and goals, through: administration and support, program and service delivery, financial management, human resource management, and community and public relations
- Coordinates all aspects of federal, state, and local grants, including financial oversight, progress reports, and work plan goals, objectives, and activities
- Oversees the Strategic Prevention Framework process (assessment, capacity building, planning, implementation, evaluation, cultural competency, and sustainability) for the local and regional prevention efforts of Concord and the Capital Region
- Supervises full and part-time staff

2005 – 2007

CoRe Coalition

Belknap County, NH

Outreach Coordinator, Interim Project Director (from 07/06 through 01/07)

Accomplishments:

- Provided leadership for a county-wide, regional alcohol, tobacco, and other drug abuse prevention coalition
- Strengthened capacity of coalition through outreach and collaboration, including partnerships with the media
- Coordinated all aspects of federal, state, and local grants, including financial oversight, progress reports, communications, and work plan goals, objectives, and activities
- Developed, coordinated, promoted, and implemented events, programs, and trainings for youth and adults
- Strengthened youth leadership and involvement in substance abuse prevention activities
- Supervised part-time staff, youth leaders, and volunteers

2004 – 2005

Caring Community Network of the Twin Rivers (CCNTR)

Franklin, NH

Community Program Specialist

Accomplishments:

- Assisted in development of programming related to strengthening the public health infrastructure
- Recruited new participants to agency committees and projects
- Facilitated organizational collaboration, compiled research, and developed proposals to funding sources to address community needs
- Facilitated several ongoing committees
- Developed and maintained productive relationships with community and state leaders and agencies
- Participated in several trainings/seminars related to issues such as substance abuse prevention, emergency preparedness, leadership, and public health infrastructure development
- Developed, organized, and participated in several community events
- Wrote numerous articles and press releases concerning community and public health

PROFESSIONAL ASSOCIATIONS

National Association of Social Workers, NH Chapter- Board Member 2004-2006

NH Alcohol and Other Drug Service Providers Association- Treasurer 2007 – 2011

NH Prevention Certification Board's Peer Review Committee- 2009 - 2011

Mary Reed

Professional Profile

- Coalition Building
- Plan Development
- Resource Coordination
- Logistics
- Time management
- Budgeting
- Volunteer Management
- Grant/Proposal Writing
- Organization
- Leadership

Professional Accomplishments

Captain of Operations

- Developed staff and operational procedures for full time staff
- Facilitated and maintained data entry system and procedures for all of Fire departments operations and patient tracking
- Created Personnel Manual and operational guidelines
- Secured grant funding
- Volunteer Management

Regional Resource Coordination

- Collected and disseminated data on available resources critical for response to public health emergency.
- Developed working relationship with stakeholders in Public Health Region.

Public Health Coalition

- Regional Public Health Emergency Response Annex development
- Resource Coordination and Development
- Healthcare Coalition Building
- Regional Partner Development
- Clinic Operation Development
- Medical reserve Corps Volunteer Management and Training
- Policy Development
- Team Building

Work History

Public Health Preparedness Coordinator	Capital Area Public Health Network, Granite United Way	2013 - present
Executive Director	Carroll County Coalition for Public Health, Ossipee NH	2011- 2013
Public Health Region Coordinator	Carroll County Coalition for Public Health, Ossipee NH	2011- present
Preparedness Planner	Capital Area Public Health Network/Concord Hospital, Concord NH	2009-2011
Regional Resource Coordinator	New England Center for Emergency Preparedness/ Dartmouth College, Lebanon NH	2009
Captain/Supervisor of Operations	Barnstead Fire Rescue, Barnstead NH	2001-2010

Certifications

- FEMA 29, 100, 120.a, 130, 200, 244, 250, 250.7, 300, 546.12, 547a, 700, 701, 702a, 704, 800.B, 806, 808
- Department of Homeland Security Exercise and Evaluation Program (HSEEP)
- CDC SNS/ Mass Dispensing Course, Atlanta GA
- ICS, WebEOC, SNS 101
- DHHS Inventory Management System Training
- Institute for Local Public Health Practices
Manchester Public Health Department
 - Local Public Health emergency Preparedness and Response
 - Principles of Environmental Health
 - Applied Communicable Disease Investigation, Control, and Microbiology
 - Principles of Epidemiology
 - Core Public Health Concepts
- HAZMAT Awareness and Operations
- CPR, Blood borne Pathogens
- EMS Field Training Officer
- Fire Fighter C2F2
- CDL B
- Amateur Radio Operator – General Class
- STEP program instructor, Are You Ready instructor
- Local Government Leadership Institute
- Local Government Center - Antioch New England Institute
 - Leadership in the 21st Century
 - Principles of Employment Law
 - Understanding our Diverse Workforce and Community
 - Stepping Up To Supervisor
 - Resolving Conflict Creatively
 - Managing the Multi-Generational Workforce
 - Is Time Managing You or Are You Managing It
 - Ethics
 - Municipal Budget & Finance
 - Performance Evaluation, and Beyond
 - How to Hire Smart
 - Bringing it All Together

References

[REDACTED]

[REDACTED]



Granite United Way

Job Description

Substance Misuse Prevention (SMP) Coordinator – Capital Area Public Health Network

Reports to: Director of Public Health Services & Prevention

Position Status: Full-Time, Exempt, Grant funded through June 30, 2015 with the expectation of continued funding.

General Summary:

The Substance Misuse Prevention (SMP) Coordinator is a grant funded position within the Capital Area Public Health Network, an initiative of Granite United Way (GUW). The SMP Coordinator position is funded by federal, state, and private grants to support substance misuse prevention and related health promotion services in the Capital Area. The SMP Coordinator works with key sectors of the community (education, business, government, health, safety, community supports) to implement a public health approach to prevent substance misuse, related risk factors and consequences in the community.

Essential Job Functions:

The SMP Coordinator supports the following scope of services in order to meet grant requirements and deliverables:

- Develop and maintain a regional network of community stakeholders to establish and maintain a strategic prevention framework and successfully implement the prevention strategies outlined in the strategic plan.
- Coordinate activities within the work plan, with a current focus on youth leadership councils, prescription drug take-back initiatives, social marketing campaigns, Life of an Athlete, suicide prevention strategies, as well as support and advocacy for other evidence-based prevention strategies, such as Project Success.
- Develop and maintain a regional network of subject matter experts to support substance misuse prevention and related health promotion activities.
- Ensure that programs and priorities are data-driven, evidence-based, and culturally appropriate to achieve outcomes; submit monthly and quarterly evaluation reporting to funding agencies.
- Collaborate with other regional prevention specialists and state agencies; attend all state required trainings, workshops, and bi-monthly meetings.
- Provide strategic planning support for program improvements.
- Provide logistics support, program implementation, trainings, workshops, and meetings.
- Attend conferences/seminars/meetings as requested.
- Complete other tasks as assigned.

Other Duties and Responsibilities:

- The SMP Coordinator assists in enhancing public health system collaboration by providing staff support to the regional Public Health Advisory Committee (PHAC).
- Frequent travel in state and out of state is required. Some evening and weekend hours may be expected.



Granite United Way

Skills/Experiences/Training Required:

- Bachelor's degree in social work, public health, human services or related field; Master's degree preferred
- Certified Prevention Specialist (CPS) or pending certification (within one year of hire)
- Experience with program coordination, health promotion, assessment, community organizing/capacity building, strategic planning, and evaluation
- Experience with evaluation strategies to demonstrate direct impact, return on investment, and value added
- Ability to work with diverse populations, including youth partners, demonstrating cultural competency and community awareness
- Ability to consider and incorporate diverse perspectives, while brokering positive relationships
- Ability to understand and implement federal and state planning models
- Ability to adapt approach, style, and methods to best engage and empower community partners
- Ability to clearly articulate purpose, goals, and objective both verbally and in writing
- Ability to listen and integrate community stakeholder feedback and recommendations
- Ability to manage multiple priorities and projects
- Ability to work autonomously within established framework
- Ability to track, follow through, and meet grant deadlines and obligations
- Excellent communication, organizational, planning and time management skills
- Demonstrates good judgment, problem solving and decision-making skills
- Ability to work a flexible schedule, including weekends and evenings as necessary
- Demonstration of proficiency in computer skills, Microsoft Office (Windows, Outlook, Excel) with the ability to learn new applications
- Maintains the confidentiality of sensitive information
- Knowledge of Capital Region communities is preferred
- Maintains current driver's license

How to Apply:

Please send a cover letter and resume by Wednesday, September 3rd via email to:

Shannon Bresaw, MSW, CPS
Director of Public Health Services & Prevention
Granite United Way
46 South Main Street
Concord, NH 03301
shannon@capitalprevention.org

PATRICK M. TUFTS, MSW

Telephone [REDACTED]
email Patrick.tufts@graniteuw.org

SUMMARY OF PROFESSIONAL EXPERIENCE

Executive with twelve years of innovative and successful accomplishments in the area of not for profit leadership, corporate mergers, philanthropy and fundraising. Has successfully raised and invested over \$52,500,000 in United Way supported activities.

PROFESSIONAL EXPERIENCE

President & CEO, Granite United Way, Concord / Manchester NH **2010 to Present**

- Successfully lead the merger of four separate United Ways into one corporate entity, named the first president & CEO of the newly merged organization.
- Reduced operating expenses and raised revenue significantly in the first year of operations.
- Supervises and manages a staff of 25 and an operating budget of \$10,000,000.
- Set a statewide United Way campaign record in NH in 2010 by raising \$7,200,000.
- Founder and Managing Director of 2-1-1 NH, an award winning Information & Referral system that has assisted 125,000 callers since 2009. In 2009, 2-1-1 NH received Business NH Magazine's NH Advantage Award for Innovation and Collaboration.

President & CEO, Heritage United Way, Manchester NH **2006 to 2010**

- Successfully implemented an innovative and outcomes based investment strategy that improved investor confidence and resulted in increased fundraising.
- Set campaign records in 2009 and 2010.
- Led volunteer and staff's effort raising over \$15,000,000 for the local community from 2006 to 2009.
- Received the Key to The City in 2009 for leading Manchester's 10-Year Plan to End Homelessness and creating the City's first homeless services center and co-hiring the City's first coordinator of homeless services with the City.
- The Homeless Service Center recognized as Harvard Pilgrim Health Cares "Collaboration Champion" for its innovative service model, which is a collaboration of twelve separate not for profits and City agencies.

Vice President Resource Development, United Way of Greater Portland, Portland ME **2003 to 2006**

- Successfully led \$8,500,000 to \$8,750,000 annual fundraising campaigns. Personally responsible for managing national campaigns at L.L Bean, TD Bank, Hannaford Brothers, and IDEXX. Interacting with divisions all over North America.
- Responsible for reporting revenue and pledge collections to the board of directors. Improved pledge receivables to 96%.
- Managed campaign technology for the 25,000-member donor database, including the development and implementation of \$4,000,000 worth of online giving.
- Supervised a staff of five, 16 Executives on loan, and 50 volunteers.
- Exceeded campaign goals in 2003 and 2004 by introducing new incentives and campaign strategies resulting in dramatic increases in donor participation.
- Introduced an outcomes based data driven method to measuring the success of annual campaigns. Using data we were able to identify and capitalize on trends and gaps.

Vice President Campaign, United Way of Merrimack Valley Inc. Lawrence MA **2001 to 2003**

- Successfully managed annual campaigns of \$5,500,000 to \$5,750,000.
- Personally managed the top fifteen corporate campaigns and provided all staff supported and guidance to volunteers.
- Implemented new community based collaborations that raised \$267,000 in new revenue and improved civic engagement in Lowell and Lawrence MA. Summer Experiences in Greater Lowell, Keeping Kids on Track, and Success by 6 all received acclaim as innovative and creative strategies.

Area Director, United Way of Merrimack Valley Inc, Lowell MA **1999 to 2001**

- Led both fundraising and fund investment for the Greater Lowell region. Managed a satellite office in partnership with the Greater Lowell Chamber of Commerce.

• **Loaned Executive, United Way of the Greater Seacoast, Portsmouth NH.**

1997 to 1998

- Master's Degree Internship.

EDUCATION & OTHER RELEVANT ACTIVITIES

Masters of Science	Social Work Administration, University of New Hampshire, Durham NH
Bachelors of Science	Sociology, Missouri State United Way, Springfield Mo.
Certificate (s)	Graduate School Supervision, Boston University, Boston College, UNH.
Leadership NH	Class of 2008
Board member	NH Center for Non Profits
Trustee	Mary Gayle Charitable Trust
Chair	Manchester's 10 Year Plan to End Homelessness
Treasurer	United Ways of NH Statewide Association
Member	United Ways of Vermont Statewide Association.

Cynthia L. Read, CPA



Education:	Bentley University Bachelor of Science in Accountancy	Waltham, MA May 1989
Experience:	Granite United Way Chief Financial Officer	September 1995-present Manchester, NH
	Liberty Mutual Insurance Company Benefits Accountant	January 1992-June 1995 Dover, NH
	Nathan Wechsler & Company, CPA's Staff Accountant	June 1989-November 1991 Concord, NH
	Baker and Tyler, CPA's Accountant's Assistant	Summers 1986-1988 Canaan, NH
	Information Resources, Inc. Research Assistant	September 1987-May 1989 Waltham, MA

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 16, 2013

6/19/13
Item # 102

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control and Public Health Protection and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into an agreement with Granite United Way (Vendor #160015-B001), 46 South Main Street, Concord, NH 03301 in an amount not to exceed \$321,138.00, to improve regional public health emergency preparedness, substance misuse prevention and related health promotion capacity, and implement school-based influenza clinics, 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 SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

93.21% Federal, 6.79% General

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$74,939.00
SFY14	102-500731	Contracts for Prog Svc	90077026	\$10,000.00
			Sub-Total	\$84,939.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$74,939.00
SFY 15	102-500731	Contracts for Prog Svc	90077026	\$10,000.00
			Sub-Total	\$84,939.00
			Sub-Total	\$169,878.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
			Sub-Total	\$130,760.00

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90023010	\$10,250.00
SFY 15	102-500731	Contracts for Prog Svc	90023010	\$10,250.00
			Sub-Total	\$20,500.00
			Total	\$321,138.00

EXPLANATION

Funds in this agreement will be used to allow Granite United Way to align a range of public health and substance misuse prevention and related health promotion activities. Granite United Way will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

This agreement will build regional capacity in four broad areas: a Regional Public Health Advisory Committee; Regional Public Health Preparedness, Substance Misuse Prevention and Related Health Promotion services; and School-Based Seasonal Influenza Clinics. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, Division of Public Health Services and Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

Granite United Way will also lead a coordinated effort with regional public health, health care and emergency management partners to develop and exercise regional public health emergency response plans to improve the region's ability to respond to public health emergencies. Granite United Way will also collaborate with local partners to support a Medical Reserve Corps unit made up of local volunteers who work in emergency medical clinics and shelters. These regional activities are integral to the State's capacity to respond to public health emergencies.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 16, 2013
Page 3

more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and "super storm" Sandy.

Granite United Way will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play."

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

Granite United Way will also implement seasonal influenza vaccination clinics in select schools. This initiative represents their ability to expand the range of public health services they offer that are data-driven, known to be effective, and respond to regional needs. Seasonal influenza vaccination rates lag behind the rates for all other recommended childhood immunizations. In order to increase the percent of children six months through 18 years of age who are vaccinated against influenza, New Hampshire must increase access to vaccination services in the school-aged population. New Hampshire's efforts to vaccinate infants and young children against influenza have been more successful than efforts to vaccinate school children, as demonstrated by Medicaid data. The Division of Public Health Services' goal is to increase the percent of children ages 5-12 from 60% in the 2011-2012 influenza season and from 32% for children age 13-17 years in that same period to the national Healthy People 2020 goal of 80% for all children.

Achieving higher rates of immunization in a school community is known to lower absenteeism among children and school staff. Schools will be targeted in order to access children who may experience the greatest barriers to vaccination including, but not limited to: a lack of local medical providers; lack of transportation; socioeconomic status; or who live in communities in Medically Underserved Areas.

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May 16, 2013
Page 4

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in this region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services. Finally, the ability to increase immunization rates among children who experience barriers to this preventative measure would be lost.

Granite United Way was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with Granite United Way being one of two bids to provide these services in this region. This bid was reviewed by three Department of Health and Human Services reviewers and two external reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Substance misuse prevention and related health promotion services were contracted previously with this agency in SFY 2012 in the amount of \$75,000. Substance misuse prevention and related health promotion services will be reduced by \$9,620 as a result of an increase from 10 to 13 in the number of regional prevention networks being funded. This is the initial agreement with this Contractor for emergency preparedness, radiological response planning, and school-based influenza clinics.

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

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the Division of Public Health Services that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).

- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic.
- Percent of students receiving seasonal influenza vaccination
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

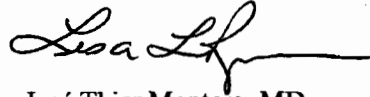
Area served: Allenstown, Andover, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Deering, Dunbarton, Epsom, Henniker, Hillsborough, Hopkinton, Loudon, Northwood, Pembroke, Pittsfield, Salisbury, Warner, Washington, Weare, Webster and Windsor.

Source of Funds is 93.21% Federal Funds from the U.S. Centers for Disease Control and Prevention and Substance Abuse and Mental Health Services Administration, and 6.79% General Funds.

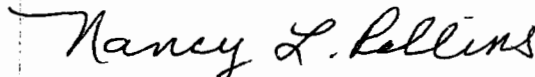
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 16, 2013
Page 6

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

Respectfully submitted,

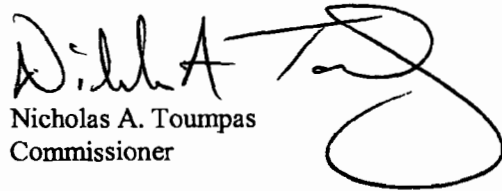


José Thier Montero, MD
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



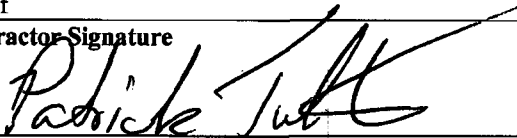


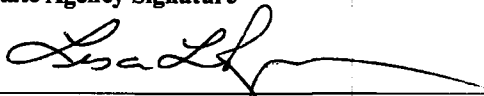
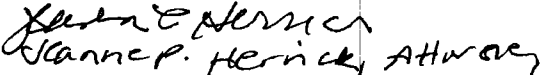
Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js

Subject: Regional Public Health Network Services

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 Granite United Way		1.4 Contractor Address 46 South Main Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-3840	1.6 Account Number 05-95-90-902510-5171-102-500731 See Exhibit B for account numbers.	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$321,138.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patrick Tufts President & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u>, County of On <u>5-8-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Wanner P. Herrick, Attorney On: <u>27 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services

Regional Public Health Network Services

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

CONTRACTOR NAME: Granite United Way
46 South Main Street
ADDRESS: Concord, NH 03301
CEO: Patrick Tufts
TELEPHONE: (603) 224-3840

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related

services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups
 - 5.7. Documentation and record-keeping

- 5.8. Process for reviewing and revising the policies and procedures
6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.¹
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Coordinate a hazard vulnerability assessment (HVA) (aka jurisdictional risk assessment) focused on public health, health care and behavioral health systems. The HVA will consist of 3 half-day meetings of regional partners that assess the impact to these three systems in the region from various types of hazards; identify existing preparedness capabilities that mitigate the impact; and identify priority interventions to address gaps. The HVA will be led by DHHS staff and an agency contracted by the DPHS.

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
 - 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).
 - 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
 - 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. School-Based Seasonal Influenza Vaccination Services

1. Implement vaccination programs against seasonal influenza in primary, middle, and high schools based on guidance and protocols from the NH Immunization Program (NHIP).
 - 1.1 Recruit public and non-residential private schools to participate in school-based clinics based on priorities established by the DPHS. Priorities may be based on socioeconomic status, prior year vaccination rates, or other indicators of need.
 - 1.2 School influenza vaccination clinics must be held during the school day (approximately 8 A.M. to 4 P.M.) and on school grounds.
 - 1.3 As requested by the DPHS, use the IRMS to manage vaccine provided under the auspices of the DPHS NHIP.
 - 1.4 Submit all required documentation for immunized individuals to the NHIP within 10 business days after each clinic.
 - 1.5 Report all known adverse reactions according to protocols established by the NHIP.
 - 1.6 Dispose of all biological waste materials in accordance with regulations established by the State of New Hampshire.
 - 1.7 Conduct debriefings after each clinic to identify opportunities for improvements.

5. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.

- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

6. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

Immunization Services

1. Participate in bi-monthly conference calls with NHIP staff.
2. Attend a half-day Training of Trainers in-service program offered by the NHIP.

7. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. School-based Vaccination Services
- e. Training and Technical Assistance
- f. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.
 - 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
 - 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2 Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness and School- Based Immunization Clinics

1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion

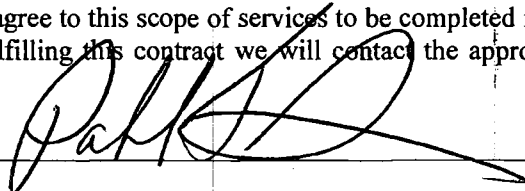
1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).
 - 1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

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 appropriate DHHS office immediately for additional guidance.

CEO Signature: _____



NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

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

CONTRACTOR NAME: Granite United Way
46 South Main Street
ADDRESS: Concord, NH 03301
CEO: Patrick Tufts
TELEPHONE: (603) 224-3840

Vendor #160015-B001	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #90077026	Appropriation #05-95-90-902510-5171-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734
	Job #90023010	Appropriation #05-95-90-902510-5178-102-500731

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:

\$149,878 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds, \$20,000 for Public Health Preparedness – Cities Readiness Initiative, funded from 100% federal funds from the U.S. CDC, (CFDA #93.069), \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959), and \$20,500 for School Based Vaccination Clinics, funded from 100% federal funds from the National Center for Immunization and Respiratory Diseases, CDC, (CFDA #93.268).

TOTAL: \$321,138

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.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

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

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party 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).

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence, and.

17. Renewal:

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. Authority to Adjust

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

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.

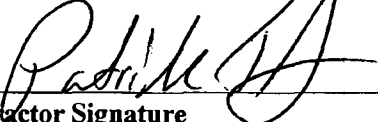
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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


Contractor Signature

President & CEO
Contractor's Representative Title

Granite United Way
Contractor Name

5-8-13
Date



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Regional Public Health Network Services**

This 1st Amendment to the Lakes Region Partnership for Public Health, Inc., contract (hereinafter referred to as "Amendment One") dated this 11th day of November, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Partnership for Public Health, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 67 Water Street, Suite 105, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #98, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to change the scope of services and the price limitation, and

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

1. **Change** price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$334,486.

2. **Add** Exhibit A-1, Additional Scope of Services

3. **Amend** Exhibit B, Purchase of Services, Contract Price, to add:

- 1.1. The contract price shall increase by \$25,000 for SFY 2015 for a total increase of \$25,000.

- 1.2. Funding is available as follows:

- \$15,000 - 100% Federal Funds from the Substance Abuse and Mental Health Services, CFDA #93.959, Federal Award Identification Number (FAIN), TI010035-14;
- \$10,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037.

4. **Amend** Exhibit B, Purchase of Services, Contract Price, to:

Delete: Paragraph 6 and,



Replace with:

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

5. **Amend** Budget, to add: Exhibit B-1 (2015)

6. **Amend** Exhibit C, Special Provisions to:

Delete: Exhibit C, Special Provisions,

Replace with: Exhibit C, Special Provisions Amendment #1

7. **Add**: Exhibit C-1, Revisions to General Provisions

8. **Amend** Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance to:

Delete: Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and;

Replace with: Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection Amendment #1

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



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

State of New Hampshire
Department of Health and Human Services

1/15/15
Date

[Signature]
Brook Dupee
Bureau Chief

Lakes Region Partnership for Public Health, Inc.

11/13/14
Date

Margaret M. Pritchard
Name:
Title: President BOD

Acknowledgement:

State of New Hampshire County of Bellamy on Nov 13, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Colleen A. Drouin
Signature of Notary Public or Justice of the Peace

COLLEEN A. DROUIN, NOTARY PUBLIC
Name and Title of Notary or Justice of the Peace

My Commission Expires: Aug 14, 2018

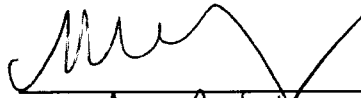




The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/26/15
Date


Name: Adam A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is



Exhibit A-1

made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.

1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.

1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.

1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:

- 1.2.1 Understand the nature of substance use disorders;
- 1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;
- 1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;
- 1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;
- 1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:
 - 1.2.5.1 Environmental strategies
 - 1.2.5.2 Prevention services
 - 1.2.5.3 Intervention services
 - 1.2.5.4 Treatment services
 - 1.2.5.5 Recovery support services

1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.

1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and



Exhibit A-1

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
- 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

- 1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Reporting Requirements

- 1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

- 1. Completion and approved work plan within one month of the approved contract.
- 2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

- 1. Completion and approved work plan within one month of the approved contract.

mp

11/13/14



Exhibit A-1

2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

**Exhibit B-1 - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Lakes Region Partnership for Public Health

Regional Public Health Network Amendment

Budget Request for: Award

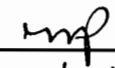
(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 2,782.00	\$ -	\$ 2,782.00	
2. Employee Benefits	\$ 547.00	\$ -	\$ 547.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 20.00	\$ -	\$ 20.00	
Repair and Maintenance	\$ 40.00	\$ -	\$ 40.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 500.00	\$ -	\$ 500.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 46.00	\$ -	\$ 46.00	
6. Travel	\$ 300.00	\$ -	\$ 300.00	
7. Occupancy	\$ 233.00	\$ -	\$ 233.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 56.00	\$ -	\$ 56.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 253.00	\$ -	\$ 253.00	
Insurance	\$ 73.00	\$ -	\$ 73.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 3,250.00	\$ -	\$ 3,250.00	
11. Staff Education and Training	\$ 3,000.00	\$ -	\$ 3,000.00	
12. Subcontracts/Agreements	\$ 11,000.00	\$ -	\$ 11,000.00	
13. Other (specific details mandatory):	\$ 2,900.00	\$ -	\$ 2,900.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 25,000.00	\$ -	\$ 25,000.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: 
Date: 11/13/14



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

3. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of the competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. **Insurance**

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess umbrella liability coverage in the amount of \$1,000,000 per occurrence.

mp

11/13/14



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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

mp

11/13/14

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



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

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

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

Contractor Name: LAKES Region Partnership for Public Health, Inc.

11/13/14
Date

Margaret M. Fitchard
Name:
Title: President

Exhibit G- Amendment #1

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

Contractor Initials MF

Date 11/13/14

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 Lakes Region Partnership for Public Health, Inc. is a New Hampshire nonprofit corporation formed April 21, 2005. 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 21st day of August A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, John Beland, of Lakes Region Partnership for Public Health, Inc. , do hereby certify that:

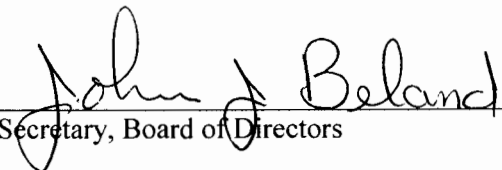
1. I am the duly elected Secretary of the Lakes Region Partnership for Public Health, Inc;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on September 25, 2014;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services;

RESOLVED: That the President and/or Vice President is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Margaret Pritchard is the duly elected President and Richard Wilson is the duly elected Vice President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of November 14, 2014.

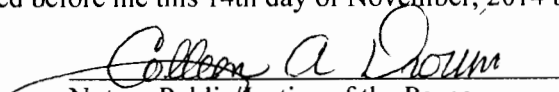
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 14th day of November, 2014.


Secretary, Board of Directors

(CORPORATE SEAL)
STATE OF NH
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 14th day of November, 2014 by John Beland.




Notary Public Justice of the Peace
My Commission Expires: Aug 14, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2015

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C No. Ext): (603) 293-2791 FAX (A/C No.): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Great American Ins Group</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Underwriters Insuranc</td> <td>30104</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Ins Group		INSURER B:	Hartford Underwriters Insuranc	30104	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Lakes Region Partnership for Public Health, 67 Water Street, Suite 105 Laconia NH 03246																					

COVERAGES CERTIFICATE NUMBER: 2015 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			MAC3793453-08	3/10/2014	3/10/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY			CAP1898681-04	3/10/2014	3/10/2015	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UMB3793454-08	3/10/2014	3/10/2015	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB						Uninsured motorist combined \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						EACH OCCURRENCE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			04WECRJ0009	1/1/2015	1/1/2016	AGGREGATE \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER baversa@dhhs.state.nh.us State of New Hampshire, Department of Health and Human Services Contracts and Procurement Unit 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/PAT <i>Pat Mack</i>
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LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.

FINANCIAL STATEMENTS

JUNE 30, 2013 and 2012

COMPLIANCE REPORT JUNE 30, 2013

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.

FINANCIAL STATEMENTS AND COMPLIANCE REPORT

JUNE 30, 2013 and 2012

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Lakes Region Partnership for Public Health, Inc.
Laconia, New Hampshire 03246

Report on the Financial Statements

We have audited the accompanying financial statements of Lakes Region Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Partnership for Public Health, Inc as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated October 24, 2013, on our consideration of Lakes Region Partnership for Public Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Lakes Region Partnership for Public Health, Inc.'s internal control over financial reporting and compliance.

Malone Dirubbo + Company PC
Malone, Dirubbo & Company, P.C.
Lincoln, New Hampshire
October 24, 2013

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30

ASSETS

	2013	2012
CURRENT ASSETS		
Cash	\$ 134,993	\$ 50,033
Cash - restricted	7,104	4,705
Cash - restricted fiduciary fund	24,593	25,003
Contracts receivable	130,509	123,286
Grants receivable - restricted	2,250	3,000
Prepaid expenses	9,338	44,374
Total Current Assets	308,787	250,401
PROPERTY AND EQUIPMENT		
Leasehold improvements	4,561	4,561
Furniture and equipment	14,510	14,510
Office equipment	25,909	25,908
Less, accumulated depreciation	(30,404)	(24,729)
Net Property and Equipment	14,576	20,250
OTHER ASSETS		
Deposit	2,499	2,499
Total Other Assets	2,499	2,499
TOTAL ASSETS	\$ 325,862	\$ 273,150

LIABILITIES AND NET ASSETS

	<u>2013</u>	<u>2012</u>
CURRENT LIABILITIES		
Accounts payable	\$ 38,516	\$ 33,403
Accrued payroll	16,250	9,055
Accrued compensated absences	11,726	15,657
Accrued other expenses	15,000	15,000
Deferred contract revenue	99,851	95,533
Fiduciary funds	29,707	25,003
Current portion long term debt	-	1,695
	<u>211,050</u>	<u>195,346</u>
LONG TERM DEBT		
Note payable	-	1,695
Less current portion	-	(1,695)
	<u>-</u>	<u>-</u>
	<u>211,050</u>	<u>195,346</u>
NET ASSETS		
Unrestricted	107,708	70,099
Temporarily restricted	7,104	7,705
	<u>114,812</u>	<u>77,804</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 325,862</u>	<u>\$ 273,150</u>

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
STATEMENTS OF ACTIVITIES
JUNE 30

	<u>2013</u>	<u>%</u>	<u>2012</u>	<u>%</u>
UNRESTRICTED NET ASSETS				
Unrestricted Support				
Contributions	\$ 13,502	1.5	\$ 7,479	0.8
In-kind support	43,010	4.6	13,535	1.4
Federal funds	524,117	56.5	658,065	68.2
State funds	105,823	11.4	61,714	6.4
Private grants and awards	134,802	14.5	90,310	9.4
Special events	1,424	0.2	2,144	0.2
Agent fees	92,928	10.0	60,355	6.3
Miscellaneous income	6,280	0.7	8,111	0.8
Interest income	119	0.0	127	0.0
	<u>922,005</u>	<u>99.4</u>	<u>901,840</u>	<u>93.5</u>
Total Support				
Net assets released from restrictions	<u>5,100</u>	<u>0.6</u>	<u>63,127</u>	<u>6.5</u>
Total Unrestricted Support and Revenue	<u>927,105</u>	<u>100.0</u>	<u>964,967</u>	<u>100.0</u>
Expenses				
Programs services	718,229	77.5	793,586	82.2
Management and general	170,050	18.1	145,424	14.9
Fundraising	1,217	0.1	2,008	0.2
	<u>889,496</u>	<u>95.7</u>	<u>941,018</u>	<u>97.3</u>
Total expenses				
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>37,609</u>	<u>4.3</u>	<u>23,949</u>	<u>2.7</u>
TEMPORARILY RESTRICTED NET ASSETS				
Federal & state contract and awards	2,500		5,540	
Private grants and awards	1,999		2,094	
Net assets released from restrictions	<u>(5,100)</u>		<u>(63,127)</u>	
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>(601)</u>		<u>(55,493)</u>	
INCREASE (DECREASE) IN NET ASSETS	<u>37,008</u>		<u>(31,544)</u>	
NET ASSETS AT BEGINNING OF YEAR	<u>77,804</u>		<u>109,348</u>	
NET ASSETS AT END OF YEAR	<u>\$ 114,812</u>		<u>\$ 77,804</u>	

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
STATEMENT OF FUNCTIONAL EXPENSES
JUNE 30, 2013

	Program	Management & Administrative	Fundraising	Total	%
Salaries and wages	\$ 346,283	\$ 105,311	\$ -	\$ 451,594	48.7
Employee benefits & insurance	60,810	17,498	-	78,308	8.4
Professional fees	4,463	33,707	-	38,170	4.1
Office expense	16,500	934	17	17,451	1.9
Program supplies	19,750	574	280	20,604	2.2
Contract service	101,870	-	-	101,870	11.0
Occupancy	28,253	-	-	28,253	3.0
Donated program services	43,010	-	-	43,010	4.6
Communications expense	4,915	1,946	-	6,861	0.7
Staff education/meetings	21,518	1,844	68	23,430	2.5
Community education	48,370	-	-	48,370	5.2
Repair and maintenance	6,867	431	-	7,298	0.8
Miscellaneous	892	1,219	-	2,111	0.2
Insurance	7,276	900	-	8,176	1.0
Equipment purchase/rent	3,845	-	-	3,845	0.4
Fundraising	967	-	852	1,819	0.2
Postage	1,949	11	-	1,960	0.2
Depreciation	-	5,675	-	5,675	0.6
Dues	691	-	-	691	0.1
Total Functional Expenses	\$ 718,229	\$ 170,050	\$ 1,217	\$ 889,496	95.7

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
STATEMENT OF FUNCTIONAL EXPENSES
JUNE 30, 2012

	Program	Management & Administrative	Fundraising	Total	%
Salaries and wages	\$ 382,739	\$ 84,269	\$ -	\$ 467,008	48.4
Employee benefits & insurance	67,807	13,370	-	81,177	8.4
Professional fees	8,502	36,212	-	44,714	4.6
Office expense	7,184	1,992	-	9,176	1.0
Program supplies	11,918	-	-	11,918	1.2
Contract service	179,741	-	-	179,741	18.6
Occupancy	29,669	-	-	29,669	3.1
Donated program services	13,535	-	-	13,535	1.4
Communications expense	6,486	-	-	6,486	0.7
Staff education/meetings	28,041	329	-	28,370	2.9
Community education	34,969	-	-	34,969	3.6
Repair and maintenance	6,899	-	-	6,899	0.7
Miscellaneous	518	1,373	-	1,891	0.2
Insurance	6,852	900	-	7,752	0.8
Equipment purchase/rent	6,690	432	-	7,122	0.7
Fundraising	-	-	2,008	2,008	0.2
Postage	1,703	-	-	1,703	0.2
Depreciation	-	6,472	-	6,472	0.7
Dues	333	75	-	408	-
Total Functional Expenses	\$ 793,586	\$ 145,424	\$ 2,008	\$ 941,018	97.3

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
STATEMENTS OF CASH FLOWS
JUNE 30

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase(decrease) in net assets	\$ 37,008	\$ (31,544)
Adjustments to reconcile net assets to net cash provided by (used in) operations:		
(Increase) decrease in assets:		
Depreciation and amortization	5,675	6,472
(Increase) decrease in contracts receivable	(7,223)	(37,680)
(Increase) decrease in grants receivable	750	500
(Increase) decrease in prepaid expenses	35,035	(15,279)
Increase (decrease) in liabilities:		
Increase (decrease) in accounts payable	5,113	5,127
Increase (decrease) in accrued liabilities	3,264	(21,729)
Increase (decrease) in fiduciary passthrough	4,704	14,054
Increase (decrease) in deferred revenue	4,318	52,112
	<u>88,644</u>	<u>(27,968)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payment on long-term debt	(1,695)	(1,673)
Net Cash Provided by (Used in) Financing Activities	<u>(1,695)</u>	<u>(1,673)</u>
Net increase (decrease) in cash & cash equivalents	86,949	(29,641)
Cash & cash equivalents, Beginning of Year	<u>79,741</u>	<u>109,382</u>
Cash & cash equivalents, End of Year	<u>\$ 166,690</u>	<u>\$ 79,741</u>
 Supplemental disclosure of cash flow information		
Cash paid during year for interest	\$ 9	\$ 39

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 1 - Summary of Significant Accounting Policies

Organization

Lakes Region Partnership for Public Health, Inc. (the Organization) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

a. Basis of Accounting

The Organization uses the accrual basis of accounting in accordance with generally accepted accounting principles.

b. Net Assets

In accordance with generally accepted accounting principles, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows.

Unrestricted

The Organization reports gifts of cash, land, buildings, and equipment as unrestricted unless explicit donor stipulations specify how the donated assets must be used.

Temporarily Restricted

The Organization reports gifts of cash, grants and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently Restricted

The Organization's permanently restricted net assets consist of donor restricted bequests providing for permanent endowments, which are intended to provide a permanent source of income. The endowment principal is held for investment in an agency endowment fund. The Organization has no permanently restricted net assets.

c. Grants and Awards

The Organization uses the accrual method of accounting for all significant items of revenue and expense. Grants are recorded when awarded. Restricted funds are accounted for in accordance with various donor and grantor requirements.

d. Exchange Transactions

The Organization recognizes some grants and awards as exchange transactions. Accordingly, revenue is recognized when earned and expenses are recognized as incurred.

e. Service Provider

The Organization is a service provider for the Veteran's Administration for the Veterans Direct Home and Community Based Service Program. The service fees are recorded as income when earned. The \$245,988 of reimbursement for veteran's allowable expenses is not included in the statement of activities.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 1 - Summary of Significant Accounting Policies (cont'd)

f. Tax Status

The Organization qualifies as a tax-exempt Organization under Section 501(c) (3) of the Internal Revenue Code and, therefore, has no provision for federal income taxes. In addition, the Organization has been determined by the Internal Revenue Service not to be a private foundation within the meaning of section 509 (a) of the code. As of June 30, 2013 and 2012, there was no unrelated business income for the organization.

g. Functional Expenses

Functional expenses have been allocated between Program Services and Supporting Services based on an analysis of personnel time and space utilized for the related activities.

h. Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

i. Restricted Cash

The Organization considers all highly liquid investments with a maturity of three months or less when purchased and restricted for a particular purpose to be included in restricted cash.

j. Contributions

The Organization elected to adopt U.S. generally accepted accounting principles. In accordance with U.S. generally accepted accounting principles, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. Under U.S. GAAP, all donor restricted contributions are required to be reported as temporarily restricted or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

k. Estimates

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

l. Federally Insured Limits

The Organization maintains its cash at a financial institution whose accounts are secured by the Federal Deposit Insurance Corporation for up to \$250,000, in the aggregate. The Organization had no balances which exceeded insured limits as of June 30, 2013 and 2012.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 1 - Summary of Significant Accounting Policies (cont'd)

m. Advertising Costs

The Organization expenses advertising costs as they are incurred. There were no advertising costs for the years ending June 30, 2013 and 2012.

n. Accrued Vacation Wages

Employees of the Organization working full-time and part-time employees working an excess of 20 hours per week are entitled to paid time off. Vacation time is earned from the first day of work. A maximum of 160 hours can be accumulated. Accumulated vacation time is payable upon termination of employment with proper notice. The Organization accrues accumulated vacation wages accordingly.

o. Income Taxes

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2013 and 2012.

The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Organization believes it is no longer subject to income tax examinations for years prior to 2009.

The Organization's policy is to classify income tax related interest and penalties in interest expense and other expenses, respectively.

Under generally accepted accounting principles effective September 15, 2009, an Organization must recognize the tax benefit associated with tax positions taken for tax return purposes when it is more likely than not that the position will be sustained. The implementation of this generally accepted accounting principle had no impact on the Organization's financial statements. The Organization does not believe there are any material uncertain tax positions and, accordingly, it will not recognize any liability for unrecognized tax benefits.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 2 - Property and Equipment

Donations of property and equipment are recorded as support at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long these donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Property and equipment are carried at cost. Depreciation of property and equipment is provided using the straight-line method for financial reporting purposes at rates based on the following estimated useful lives.

	Years
Leasehold improvements	10-15
Office equipment	5-10
Furniture and fixtures	7-15

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation expense for the years ended June 30, 2013 and 2012 was \$5,675 and \$6,472 respectively.

Note 3 - Line of Credit

The Organization has a \$25,000 line of credit with Bank of New Hampshire with an interest rate of 5.25%. On September 4, 2013, the Organization increased the line of credit to \$50,000, with a variable interest rate. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal. At June 30, 2013 and 2012, the balance of the line-of-credit was \$0.

Note 4 - Donated Services & In-kind

Donated services are recognized if the services received require special skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Donated services for volunteer counselors have been reflected in the financial statements as support and expense.

For the year ended June 30, 2013, the estimated value of the volunteers donated time was \$20,680 based on 1,034 of recorded volunteer hours valued at approximately \$20 per hour. Donated in-kind goods and other services totaled \$22,330

For the year ended June 30, 2012 the estimated value of the volunteers donated time was \$11,910 based on 595.5 of recorded volunteer hours valued at approximately \$20 per hour. Donated in-kind goods and other services totaled \$1,625.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 5 - Related Party Transactions

The Organization has entered into transactions with board members whereby certain members have incurred out of pocket expenses for items to benefit the program and have subsequently been reimbursed. In each case the reimbursement request was submitted for approval by the executive director and supported by an itemized receipt. None of the reimbursed amounts exceeded \$100.

In 2013 and 2012, the Organization contracted with Lakes Region Community Services for services provided on a federal program. The executive director of Lakes Region Community Services is a member of the Organizations board of directors. The payments for services were \$24,553 and \$5,375 for the years ending June 30, 2013 and 2012, respectively.

Note 6 - Concentrations

The Organization's source of revenue and support are as follows:

	2013	2012
Federal Sources	56.6	72.4
State Sources	11.7	7.4
Private Grants	14.8	10.2
In-Kind Support	4.6	1.5
Contributions	1.5	0.8
Agent Fees	10.0	6.6
Other	0.8	1.1
	100 %	100 %

The services provided by the Organization are funded primarily by grants and awards from federal and state funds. If federal and state budget reforms are made they might have significant future impact on operating income.

Note 7 - Long Term Debt

On June 3, 2011 the Organization entered into a loan agreement with New Hampshire Health and Education Facilities Authority under which the Organization received proceeds of \$5,000 for a term of 3 years at 2.0% interest. The note is payable in thirty-six monthly installments of \$143.21 beginning on July 5, 2011. The proceeds of this loan were used to purchase a terminal server. The balance of this note at June 30, 2013 and 2012 was \$0 and \$1,695, respectively.

Note 8 - Lease

On September 1, 2007 the Organization entered into a one year renewable lease for new office with annual increases tied to the Consumer Price Index at June 30. On September 1, 2009 the Organization leased additional office space under the same terms. The lease was renewed on September 1, 2013 and 2012 with monthly lease payments of \$1,943 and \$1,943, respectively. In July 2012 additional space was leased. Lease expense for the year ended June 30, 2013 and 2012 was \$23,316 and \$24,106, respectively.

In addition, the Organization leases a copier, which is traded-in periodically. The copier lease expense for the years ending June 30, 2013 and 2012 was approximately \$2,756 and \$2,495, respectively.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 9 - Restricted Net Assets

Substantially all of the restrictions on net assets for the year ended June 30, 2013 and 2012 are related to donor stipulations that limit the use of the donated assets. When the restrictions expire, the amounts will be reclassified to unrestricted net assets.

Temporarily restricted net assets include the following:

	2013	2012
Family Caregivers Network	\$ 4,715	\$ 4,598
Town Hall	-	500
Volunteer Cert	596	777
N4A	1,006	1,006
HEAL	-	208
Other	787	616
	<u>\$ 7,104</u>	<u>\$ 7,705</u>

Note 10 - Exchange Transaction

The Organization has been awarded federal and state grants that for financial statement presentation are considered exchange transactions. The revenue and expense from an exchange transaction are treated as unrestricted net assets, even in circumstances in which resource providers have placed limitations on the use of the resources. For the years ended June 30, 2013 and 2012 the Organization has \$130,509 and \$123,286 in contract receivable, and \$99,851 and \$95,533 in deferred contract revenue, respectively.

The contracts that are expected to be received in the next fiscal year are approximately \$1,180,000.

Note 11 - Grant Receivable

Grants receivables are as follows:

	2013	2012
Receivable in less than one year	\$ 2,250	\$ 3,000
	<u>\$ 2,250</u>	<u>\$ 3,000</u>

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 and 2012

Note 12 - Subsequent Events

In preparing these financial statements, the Organization has evaluated subsequent events and transactions for potential recognition or disclosure through October 24, 2013, the date the financial statements are available to be issued.

SUPPLEMENTARY INFORMATION AND COMPLIANCE REPORT

**Lakes Region Partnership for Public Health
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2013**

<i>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</i>	<i>Federal CFDA Number</i>	<i>Pass-Through Entity Identifying Number</i>	<i>Federal Expenditures (\$)</i>
Department of Homeland Security Pass-Through Programs			
Passed-through New Hampshire Department of Safety; Volunteer NH!			
New Hampshire Department of Safety; Volunteer NH Homeland Security Grant Program	97.067	DHS11GPD06700002	9,000
Department of Health and Human Services Direct Programs			
Medical Reserve Corps Small Grant Program	93.008	SMRCSG101005-03	659
School Based seasonal influenza vaccination services	93.268	ILICMA300148/01	15,000
Department of Health and Human Services Pass-Through Programs:			
New Hampshire Department of Health and Human Services Money Follows the Person Rebalancing Demonstration	93.791	ILICMA300148/01	37,500
State if New Hampshire Department of Health & Human Services Special Programs for the Aging Title IV and Title II Discretionary Projects	93.048	90DR0039/03	1,632
State if New Hampshire Department of Health & Human Services Special Programs for the Aging Title IV and Title II Discretionary Projects	93.048	90MP00 90CT0160/01	35,606
State of New Hampshire Department of Health & Human Services Social Services Block Grant	93.667	105954848101092555 45500387	5,168
State of New Hampshire Department of Health & Human Services Block Grants for Prevention and Treatment of Substance Abuse	93.959	10250073495848502	75,000
State of New Hampshire Department of Health & Human Services National Bioterrorism Hospital Preparedness Program	93.889	0595909025102239	6,000
State of New Hampshire Department of Health & Human Services Public Health Emergency Preparedness	93.069	90077141	76,000
State if New Hampshire Department of Health & Human Services Special Programs for the Aging Title IV and Title II Discretionary Projects	93.048	90MP0073/01	21,500
State of New Hampshire Dept. of Health and Human Services of Elderly & Adult National Family Caregiver Support, Title III, Part E	93.052	90CD1202/01	37,000

**Lakes Region Partnership for Public Health
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2013**

State of NH Health Human Services Lakes Region Healthy Homes	93.070	9003600	15,758
State of NH Health & Human Services Affordable Care Act - Medicare Improvements for Patients and Providers	93.518	059548481010892500 00	49,235
Passed-through Strafford Network; Easter Seals; NH Dept. of Health & Human Svc			
Strafford Network; Easter Seals; NH Dept. of Health & Human Service Centers for Medicare and Medicaid Services (CMS) Research, Demonstrations and Evaluations	93.779		66,256
State of New Hampshire Department of Health & Human Services Medical Assistance Program	93.778	618055050039B	48,252
Total Department of Health and Human Services			<u>490,566</u>
Department of Veterans Affairs Direct Programs Veterans Medical Care Benefits	64.009		270,541
Total Expenditures of Federal Awards			<u><u>\$770,107</u></u>

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2013

NOTE 1 - BASIS OF PRESENTATION

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

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

NOTE 3 - SUBRECIPIENTS

Of the federal expenditures presented in the Schedule, Lakes Region Partnership for Public Health, Inc. provided federal awards to sub recipients in the amount of \$65,317. Of that amount none was audited as part of major programs.

Kenneth R. Malone, CPA
James F. Dirubbo, CPA
Ronda J. Kilanowski, CPA
Penny I. Raby, CPA
Robert E. Reed, CPA
Tracey L. Livernois, CPA
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INDEPENDENT AUDITORS' REPORT

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

To The Board of Directors of
Lakes Region Partnership for Public Health, Inc.
Laconia, New Hampshire 03246

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Lakes Region Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2013, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 24, 2013.

Internal Control Over Financial Reporting

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

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

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

To The Board of Directors of
Lakes Region Partnership for Public Health, Inc.

However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies.

See 2013-2 in the accompanying schedule of findings and questioned costs.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lakes Region Partnership for Public Health, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as items

See 2013-1 and 2013-2 in the accompanying schedule of findings and questioned costs.

Lakes Region Partnership for Public Health, Inc.'s Response to Findings

Lakes Region Partnership for Public Health, Inc.'s response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Lakes Region Partnership for Public Health, Inc.'s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

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

Malone Dirubbo & Company PC
Malone, Dirubbo & Company, P.C.
Lincoln, New Hampshire
October 24, 2013

Kenneth R. Malone, CPA
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INDEPENDENT AUDITORS' REPORT

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

To the Board of Directors of
Lakes Region Partnership for Public Health, Inc.
Laconia, New Hampshire 03246

Report on Compliance for Each Major Federal Program

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

Management's Responsibility

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

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Lakes Region Partnership for Public Health, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Lakes Region Partnership for Public Health, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Lakes Region Partnership for Public Health, Inc.'s compliance.

To the Board of Directors of
Lakes Region Partnership for Public Health, Inc.

Opinion on Each Major Federal Program

In our opinion, Lakes Region Partnership for Public Health, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2013.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying schedule of findings and questioned costs as items 2013-1 and 2013-2. Our opinion on each major program is not modified with respect to these matters.

Lakes Region Public Health, Inc.'s response to the noncompliance findings identified in our audit is described in accompanying schedule of findings and questioned costs.

Lakes Region Public Health, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

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

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

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

To the Board of Directors of
Lakes Region Partnership for Public Health, Inc.

questioned costs as items 2013-1 and 2013-2, that we consider to be a significant deficiencies.

Lakes Region Public Health, Inc.'s response to the internal control over noncompliance findings identified in our audit is described in accompanying schedule of findings and questioned costs.

Lakes Region Public Health, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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

Malone Dirubbo & Company, P.C.
Malone, Dirubbo & Company, P.C.
Lincoln, NH

October 24, 2013

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2013

SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an unmodified opinion on the financial statements of Lakes Region Partnership for Public Health, Inc.
2. No significant deficiencies relating to the audit of the financials statements are reported.
3. No instances of noncompliance material to the financial statements of Lakes Region Partnership for Public Health, Inc., were disclosed during the audit.
4. One significant deficiency in internal control over major federal award programs was reported in the Report on Compliance For Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133.
5. The auditor's report on compliance for the major federal award programs for Lakes Region Partnership for Public Health, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133 are reported in this Schedule.
7. The programs tested as major programs included:

Department of Veterans Affairs Direct Programs - Veterans Medical Care Benefits #64.009
8. The threshold for distinguishing Types A and B programs was \$300,000.
9. Lakes Region Partnership for Public Health, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENT AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

Documentation Compliance	Finding 2013-1
Program Specific Compliance	Finding 2013-2

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2013

Veterans Affairs Direct Programs

2013-1 Veterans Affairs Direct Programs-
Veterans Medical Care Benefits CFDA No. 64.009 FYE: 6/30/13

Compliance Requirement: Monitoring

Condition:

Documentation is required by Veterans Affairs Direct Programs on employees.

Criteria:

The Organization should have in place policies and procedures to ensure that contractual requirements for obtaining all necessary employee documentation for files are met.

Cause:

There are a lack of written policies and procedures relating to the monitoring of the contractor handling employment records.

Effect:

Because of the failure to properly monitor the contractor handling employment records, unallowable expenditures of grant funds could be made and not detected.

Recommendation:

We recommend that formal monitoring procedures be developed and documented and that all appropriate staff members be trained to properly monitor the contractor handling the employees in accordance with those procedures.

Questioned Costs: None

Views of Responsible Officials and Planned Corrective Actions:

Lakes Region Community Services (LRCS) has implemented a new timesheet procedure as of November 1, 2013. This includes providing training to Veteran's employees and the Veteran Representatives with a sample timesheet during employee orientation. The sample timesheet provides instruction on how employees must complete their timesheets including the required signature by the supervising Veteran or Veteran Representative.

Veteran employees will continue to turn their timesheets in to LRCS staff dedicated to work with Veteran employees. This staff will see that timesheet information is accurate before sending to LRPPH.

Once timesheets are received at LRPPH, they will continue to be reviewed by ServiceLink Veteran's Specialist. A newly implemented timesheet review form and procedure will assist with this process. When the timesheets are successfully reviewed, questions will be sent back to LRCS (if any). Timesheets will then be forwarded to LRPPH finance department to be billed to the Veteran's Administration.

LRPPH Executive Director will be working with LRCS Executive Director and LRCS Human Resources Director to develop procedure whereby LRPPH will complete an yearly audit of a sampling of employee files to ensure completeness.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2013

Veterans Affairs Direct Programs

2013-2 Veterans Affairs Direct Programs-
Veterans Medical Care Benefits CFDA No. 64.009 FYE: 6/30/13

Compliance Requirement: Specific Program Requirement

Condition:

The program requires monthly reports to veterans.

Criteria:

The Organization should have provided a monthly report of account to the veterans.

Cause:

There are a lack of policies and procedures relating to the preparation of the monthly reports.

Effect:

Because of the failure to provide the reports to the veterans, unallowable expenditures of grant funds could be made and not detected.

Recommendation:

We recommend that formal policies and procedures be developed and documented and that all appropriate staff members be trained to properly provide veterans with monthly reports of accounts in accordance with those procedures.

Questioned Costs: None

Views of Responsible Officials and Planned Corrective Actions:

The Finance Manager has been working on design of reports through the QuickBooks program. Monthly reports by Veteran will be ready and mailed to them (or their Representative) in November showing October expenses and balance of funds. The Servicelink Veteran's Specialist will be available to the Veteran or Veteran Representative to assist them with any questions they may have relative the report. Procedure will be written and placed into Veteran's procedure manual.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2013

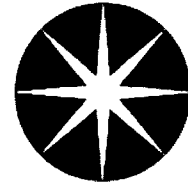
NONE

Lakes Region Partnership for Public Health, Inc.

Mission: To improve the health and well being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

Lakes Region Partnership for Public Health, Inc.

67 Water Street, Suite 105, Laconia, NH 03246 ~ 603.528.2145 ~ www.LRPPH.org



Board of Directors	Term Expires
Sally Minkow, President	2014
*Maggie Pritchard, Vice President	2016
Denise Hubbard, Treasurer	2015
John Beland, Secretary	2015
Alan Robichaud	2014
Kathy Berman	2015
Chris Santaniello	2014
**Rick Wilson	2015
Susan Wnuk	2014
***David Emberley	2016
Alida Millham	2016
David Goldstein	2017
Brian Hoffman	2017
Karen Salome	2017

Liane Clairmont **2017**
Drew Moeller **2017**

- * Incoming President
- ** Incoming Vice President
- *** Incoming Treasurer

KEY ADMINISTRATIVE PERSONNEL - Amendment 1

NH Department of Health and Human Services

Contractor Name: LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH

Name of Program: Regional Public Health Network

BUDGET PERIOD				
NAME	JOB TITLE	SALARY	PERCENTAGE	TOTAL
Lisa Morris	Executive Director	\$63,566	1.83%	\$63,566
Marie Tule	Finance Director	\$34,248	0.88%	\$34,248
Colleen Drouin	Administrative Assistant	\$33,593	0.13%	\$33,593
		\$0	0.00%	\$0
		\$0	0.00%	\$0
		\$0	0.00%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				

BUDGET PERIOD				
NAME	JOB TITLE	SALARY	PERCENTAGE	TOTAL
Lisa Morris	Executive Director	\$63,566	1.63%	\$63,566
Marie Tule	Finance Director	\$34,248	0.58%	\$34,248
Colleen Drouin	Administrative Assistant	\$33,593	0.11%	\$33,593
		\$0	0.00%	\$0
		\$0	0.00%	\$0
		\$0	0.00%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				

EXPERIENCE

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC. Laconia, NH 10/05- Present

EXECUTIVE DIRECTOR

- In conjunction with the Board of Directors, establish annual goals and objectives, action plans and evaluation strategies for the purpose of improving the health and well being of the citizens of the Lakes Region.
- Develop and implement action plans and evaluation strategies to operationalize selected goals.
- Manage inter-organizational cooperation and collaboration among Partners and external organizations to mitigate program duplication, fill needs gaps and develop public service plans to meet the evolving social and public health needs of the Lakes Region community.
- Hire and supervise LRPPH staff positions and programs that support the Partnership.
- Cultivate, develop and maintain external relationships with community organizations.
- Create annual public relations plan to create positive awareness of the LRPPH.
- Work with other agencies to conduct periodic community assessments and use that information to guide programs and policies.
- Responsible for grant prospecting, grant writing and all grant and financial reporting functions.
- Establish annual budget in partnership with the Board of Directors
- Manage annual budget for LRPPH and report quarterly to Board of Directors on financial status.
- Coordinate function of the Winnepesaukee Public Health Council.

SERVICELINK RESOURCE CENTER OF BELKNAP COUNTY, Laconia, NH 2/00-2008

PROGRAM DIRECTOR

- Directs the overall operation of a specialized aging/disability information and referral service for Belknap County

LAKES REGION GENERAL HOSPITAL, Laconia, NH 11/99-2/04

EMERGENCY ROOM SOCIAL WORKER

LACONIA CENTER-GENESIS ELDER CARE, Laconia, NH 2/99-10/99

DIRECTOR OF ADMISSIONS

- Assisted individuals and families in accessing skilled and nursing facility based care
- Provided marketing and public relations activities
- Provided case management, individual and family counseling for skilled residents

STRAFFORD GUIDANCE CENTER, Dover, NH 1991-1998

ASSISTANT CLINICAL DIRECTOR

DIRECTOR, COMMUNITY SUPPORT PROGRAMS

ASSISTANCE DIRECTOR COMMUNITY SUPPORT PROGRAM

- Managed the overall clinical and administrative operations of Community Support Programs serving 500 adults with severe mental illness including: elder services, case management, therapy, nursing, vocational and housing services
- Promoted and coordinated community involvement through regional planning and partnership building activities
- Member of the Strafford Guidance Center Executive Committee which provided overall management of clinical and administrative operations as well as planning and development for the entire agency.

SEACOAST MENTAL HEALTH CENTER, Portsmouth, NH 6/90-6/91

COORDINATOR OF VOCATIONAL SERVICES

- Assisted clients with severe mental illness obtain employment
- Supervised staff, budget development, quality assurance activities including JCAHO accreditation
- Educated the competitive job market to increase employer's willingness and capability to hire clients through supported and unsupported placements

MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH 11/84-6/90

ADMINISTRATIVE COORDINATOR

ASSISTANT PROGRAM COORDINATOR

THERAPEUTIC ACTIVITIES SUPERVISOR

OCCUPATIONAL THERAPIST/CASE MANAGER

EMERGENCY SERVICES RELIEF WORKER

Program management and direct service activities for large day treatment program for adults with severe mental illness

WESTCHESTER COUNTY JAIL, Valhalla, NY 5/83-9/84

OCCUPATIONAL THERAPIST

SOUTH BEACH PSYCHIATRIC CENTER, Union, NJ 1/81-5/83

OCCUPATIONAL THERAPIST

EDUCATION

SPRINGFIELD COLLEGE, Springfield, MA 1988

MASTERS OF SCIENCE, SOCIAL WORK

KEAN STATE COLLEGE OF NEW JERSEY, Union, NJ 1980

BACHELORS OF SCIENCE, OCCUPATIONAL THERAPY

MEMBERSHIPS/AFFILIATIONS

Leadership Lakes Region -2010 graduate

Member NH Association for Non-Profits

Member NH Public Health Association

Member, Board of Directors, Upstream 2004

Certified Information and Referral Specialist for Aging, Alliance of Information and Referral Systems, 2005-2008

Certified Counselor, Health Information Counseling Education Assistance Services, 2002-2006

Member, Board of Directors, Tri-City Consumer Action Cooperative, 1997

Private, non-profit organization that provides peer support services for adults with mental illness

Chair and Member of Board of Directors, The Housing Consortium, 1994

Promote availability of affordable, non-discriminatory safe housing in Strafford County

Past member of National Association of Social Workers, Alliance for the Mentally Ill of NH and

International Association for Psychosocial Rehabilitation Services

PRESENTATIONS

"Working Together; Enhancing Partnerships in Public Health"-Keynote Speaker NH Public Health Association Annual Meeting

"Planning Ahead: The Key to Healthy Aging"- Keynote Speaker Spears Memorial Hospital Aging Conference

"ServiceLink, A Virtual Tour" Administration on Aging Summit National Leadership Conference

"The Housing Consortium", State Conference New Hampshire Alliance for the Mentally Ill

"Building Partnerships in the Community", National Conference, International Association for Psychosocial Rehabilitation Services

"Functional Assessment and Skill Building as Clinical Intervention", NH Community Support Services Conference

Marie L. Tule, CPA, MSA
MTule@lrpph.org

Educational Experience

Bentley University – MS in Accountancy
University of Vermont – BA degree

Work Experience

Lakes Region Partnership for Public Health, Laconia, NH 2013 – 2014
Finance Director

- Prepare and analyze monthly financial statements
- Develop budgets and forecasts, and manage cash flow
- Responsible for contract billing and reporting
- Supervise accounting staff.

Melanson Heath & Company, PC, Nashua, NH 1994 – 2013
Manager

- Planned, supervised, and prepared audited GAAP financial statements and compliance reports for nonprofit and commercial clients.
- Performed financial statement and data analytics, reconciled general ledger accounts, prepared audit schedules and adjusting entries.
- Documented accounting systems, evaluated client internal controls, and prepared management letters of recommendations.
- Proficient in Microsoft Excel, Word, PowerPoint, QuickBooks, and Fixed Asset software.
- Conducted presentations to Boards and audit committees of financial statements and compliance audit results.

Price Waterhouse Coopers, LLP, Manchester, NH 1989 – 1994
Senior Accountant

- Planned, supervised, and performed audits, reviews, and compilations of financial statements.
- Clients included manufacturing, financial, and higher educational institutions.
- Performed Federal compliance (A-133) audits of sponsored research programs.

The Donoghue Organization, Holliston, MA 1986 – 1988
Controller/Financial Analyst

- Prepared and analyzed monthly financial statements for newsletter publishing company.
- Supervised accounting staff including general ledger, accounts receivables, payroll, and accounts payables functions.
- Prepared budgets and forecasts, and managed cash flow.
- Responsible for human resource function.

Dennison Computer Supplies, Waltham, MA

1984 - 1986

Payroll Administrator

- Responsible for payroll function including filing monthly and quarterly tax reports (Forms 940,941)

Billing Coordinator

- Responsible for invoicing all shipments, rentals, and maintenance contracts. Filed sales & use tax returns.

Senior Accounts Payable

- Processed invoices and prepared vendor checks.

Accounts Receivable

- Applied cash receipts to AR ledger and researched discrepancies.

Volunteer Experience

NH Society of Certified Public Accountants

May, 2010 – Present

Committee Chair

Greater Nashua Mental Health Center – Treasurer

March, 2011 - Present

Audit & Finance Committee Chair

Various local nonprofits – Treasurer, Trustee

2001 – 2013

References - Available upon request.

Colleen A. Drouin

Objective	<i>To provide your organization with experienced Administrative skills.</i>
Experience	<p><i>Administrative Assistant, Lakes Region Partnership for Public Health 2008-present</i></p> <p>Daily functions include: technical support for computer network including daily back-ups, internet security, individual setups, purchases and inventory; web site development and maintenance; telephone system support and maintenance; office machine support and maintenance; and, oral and written communications, meeting minutes, client interactions, multi-tasking and general office functions.</p> <p><i>Office Manager: 2005 to 2008-Douglas Knee, O.D.</i></p> <p>Schedule appointments, order and dispense glasses and contacts, registered with the State of NH for Ophthalmic Dispensing, billing and collections for insurance and patients, confidential record keeping, oral and written communication, multi-tasking, updated documents and procedures into compute formats.</p> <p><i>Administrator: 1998 to 2005-McCormick Advisory Group, Management Company.</i></p> <p>Facilitate meetings dealing directly with Board of Directors for several home owner associations in the Lakes Region with Administrative follow-up, legal documents, state and local permits, budgets and expenditures, presentations, meeting minutes, schedule meetings and appointments, develop and maintain client relations and databases, oral and written communications, multi-tasking and general office functions.</p> <p><i>Central Office Technician and Engineering Clerk: 1973 to 1998-Verizon</i></p> <p>Technical support, analysis, maintenance and repair of central office equipment remotely from a control center environment, legal documents and easements, budgets and objectives, presentations, LAN management, trained personnel for PC software and equipment, engineering utility plans and general office functions.</p>
Computer Software	<p><i>Adobe Go-Live and Acrobat</i></p> <p><i>LAN Management</i></p> <p><i>Lotus Smart Suite</i></p> <p><i>Mainframe Applications</i></p> <p><i>Microsoft Office</i></p>
Education	<p><i>1998-Associate Degree in Computer Science</i></p> <p>NH Community Technical College, Laconia, NH-Graduated Phi Theta Kappa</p> <p><i>1972-High School Graduate, Laconia, NH</i></p>
Interests	<p><i>Northern NH Life Member Club for Telephone Pioneers-Secretary</i></p> <p><i>Lakes Region Conservation Trust</i></p> <p><i>Crafts, Gardening and Street Rods</i></p>

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 13, 2013

G&C Approved

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

Date 6/19/13
Item # #98

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into an agreement with Lakes Region Partnership for Public Health, Inc. (Vendor #165635-B001), 67 Water Street, STE 105, Laconia, NH 03246, in an amount not to exceed \$309,486.00, to improve regional public health emergency preparedness, substance misuse prevention and related health promotion capacity, and implement school-based influenza clinics, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

92.58% Fed . 7.42% GF

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

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$78,863.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$78,863.00
			Sub-Total	\$157,726.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
			Sub-Total	\$130,760.00

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90023010	\$10,500.00
SFY 15	102-500731	Contracts for Prog Svc	90023010	\$10,500.00
			Sub-Total	\$21,000.00
			Total	\$309,486.00

EXPLANATION

Funds in this agreement will be used to allow Lakes Region Partnership for Public Health, Inc. to align a range of public health and substance misuse prevention and related health promotion activities. Lakes Region Partnership for Public Health, Inc. will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

This agreement will build regional capacity in four broad areas: a Regional Public Health Advisory Committee; Regional Public Health Preparedness; Substance Misuse Prevention and Related Health Promotion services; and School-Based Seasonal Influenza Clinics. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

Lakes Region Partnership for Public Health, Inc. will also lead a coordinated effort with regional public health, health care and emergency management partners to develop and exercise regional public health emergency response plans to improve the region's ability to respond to public health emergencies. Lakes Region Partnership for Public Health, Inc. will also coordinate a Medical Reserve Corps unit made up of local volunteers who work in emergency medical clinics and shelters. These regional activities are integral to the State's capacity to respond to public health emergencies.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and "super storm" Sandy.

Lakes Region Partnership for Public Health, Inc. will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play. "

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

Lakes Region Partnership for Public Health, Inc. will also implement seasonal influenza vaccination clinics in select schools. This initiative represents their ability to expand the range of public health services they offer that are data-driven, known to be effective, and respond to regional needs. Seasonal influenza vaccination rates lag behind the rates for all other recommended childhood immunizations. In order to increase the percent of children six months through 18 years of age who are vaccinated against influenza, New Hampshire must increase access to vaccination services in the school-aged population. New Hampshire's efforts to vaccinate infants and young children against influenza have been more successful than efforts to vaccinate school children, as demonstrated by Medicaid data. The Division of Public Health Services' goal is to increase the percent of children ages 5-12 from 60% in the 2011-2012 influenza season and from 32% for children age 13-17 years in that same period to the national Healthy People 2020 goal of 80% for all children.

Achieving higher rates of immunization in a school community is known to lower absenteeism among children and school staff. Schools will be targeted in order to access children who may experience the greatest barriers to vaccination including, but not limited to: a lack of local medical providers; lack of transportation; socioeconomic status; or who live in communities in Medically Underserved Areas.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in this region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services. Finally, the ability to increase immunization rates among children who experience barriers to this preventative measure would be lost.

Lakes Region Partnership for Public Health, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with Lakes Region Partnership for Public Health, Inc. being the sole bid to provide these services in this region. This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Emergency preparedness, substance misuse prevention and related health promotion, and school vaccination services were contracted previously with this agency in SFY 2012 in the amounts of \$76,000, \$75,000 and \$15,000 respectively. Emergency preparedness funding will increase by \$2,863 due a new funding formula that included both a base award plus a population-based allocation. Substance misuse prevention and related health promotion services will be reduced by \$9,620 as a result of an increase from 10 to 13 in the number of regional prevention networks being funded. School vaccination funding is reduced by \$4,500 as a result of moving to a more targeted program that also allows for this program to be expanded to three additional Public Health Networks statewide.

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

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the Division of Public Health Services that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).
- Establish and increase, over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic.
- Percent of students receiving seasonal influenza vaccination
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

Area served: Alton, Barnstead, Belmont, Center Harbor, Danbury, Franklin, Gilford, Gilmanton, Hill, Laconia, Meredith, New Hampton, Northfield, Sanbornton, Tilton.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 13, 2013
Page 6

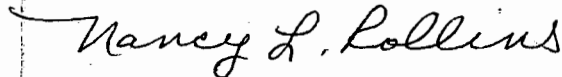
Source of Funds is 92.58% Federal Funds from the U.S. Centers for Disease Control and Prevention and Substance Abuse and Mental Health Services Administration and 7.42% General Funds.

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

Respectfully submitted,

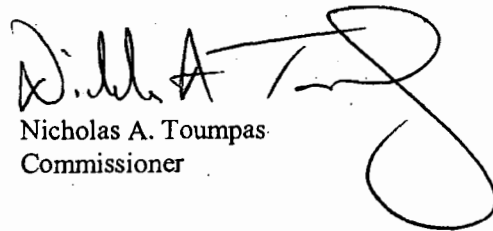


José Thier Montero, MD
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js


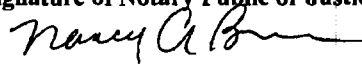

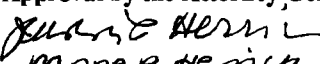
Subject: Regional Public Health Network Services

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 Lakes Region Partnership for Public Health, Inc.		1.4 Contractor Address 67 Water Street, Suite 105 Laconia, NH 03246	
1.5 Contractor Phone Number (603) 528-2145	1.6 Account Number 05-95-90-902510-5171-102-500731, 05-95-49-491510-2988-102-500734, 05-95-90-902510-5178-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$309,486.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sally Minkow, President Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>4/15/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace NANCY A BACON NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Joanne P. Henrick, Attorney On: <u>27 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services

Regional Public Health Network Services

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

CONTRACTOR NAME: Lakes Region Partnership for Public Health, Inc.
67 Water Street, STE 105
ADDRESS: Laconia, NH 03246
Executive Director: Lisa Morris
TELEPHONE: (603) 528-2145

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related

services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups
 - 5.7. Documentation and record-keeping

- 5.8. Process for reviewing and revising the policies and procedures
6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>), and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.¹
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Coordinate a hazard vulnerability assessment (HVA) (aka jurisdictional risk assessment) focused on public health, health care and behavioral health systems. The HVA will consist of 3 half-day meetings of regional partners that assess the impact to these three systems in the region from various types of hazards; identify existing preparedness capabilities that mitigate the impact; and identify priority interventions to address gaps. The HVA will be led by DHHS staff and an agency contracted by the DPHS.

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
 - 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).
 - 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
 - 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. School-Based Seasonal Influenza Vaccination Services

1. Implement vaccination programs against seasonal influenza in primary, middle, and high schools based on guidance and protocols from the NH Immunization Program (NHIP).
 - 1.1 Recruit public and non-residential private schools to participate in school-based clinics based on priorities established by the DPHS. Priorities may be based on socioeconomic status, prior year vaccination rates, or other indicators of need.
 - 1.2 School influenza vaccination clinics must be held during the school day (approximately 8 A.M. to 4 P.M.) and on school grounds.
 - 1.3 As requested by the DPHS, use the IRMS to manage vaccine provided under the auspices of the DPHS NHIP.
 - 1.4 Submit all required documentation for immunized individuals to the NHIP within 10 business days after each clinic.
 - 1.5 Report all known adverse reactions according to protocols established by the NHIP.
 - 1.6 Dispose of all biological waste materials in accordance with regulations established by the State of New Hampshire.
 - 1.7 Conduct debriefings after each clinic to identify opportunities for improvements.

5. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.

- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

6. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

Immunization Services

1. Participate in bi-monthly conference calls with NHIP staff.
2. Attend a half-day Training of Trainers in-service program offered by the NHIP.

7. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. School-based Vaccination Services
- e. Training and Technical Assistance
- f. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.
 - 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
 - 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2 Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness and School-Based Immunization Clinics

- 1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
- 2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion

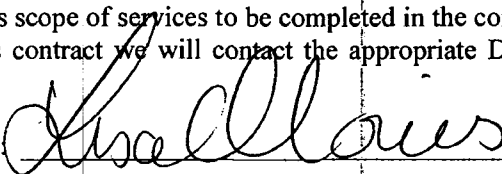
- 1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).
 - 1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

- 1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

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 appropriate DHHS office immediately for additional guidance.

Executive Director Signature: _____



NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

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

CONTRACTOR NAME: Lakes Region Partnership for Public Health, Inc.
67 Water Street, STE 105
ADDRESS: Laconia, NH 03246
Executive Director: Lisa Morris
TELEPHONE: (603) 528-2145

Vendor #165635-B001	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734
	Job #90023010	Appropriation #05-95-90-902510-5178-102-500731

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:

\$157,726 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds, \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959), and \$21,000 for School Based Vaccination Clinics, funded from 100% federal funds from the National Center for Immunization and Respiratory Diseases, CDC, (CFDA #93.268).

TOTAL: \$309,486

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.
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 funders, 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).

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence, and.

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. **Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

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.

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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


Contractor Signature

President, Board of Directors
Contractor's Representative Title

Lakes Region Partnership for Public Health, Inc.
Contractor Name

4.15.13
Date



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Regional Public Health Network Services**

This 1st Amendment to the Manchester Health Department, contract (hereinafter referred to as "Amendment One") dated this 20th day of November, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Health Department, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1528 Elm Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #104B, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to change the scope of services and the price limitation, and

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

1. **Change** price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$940,560.

2. **Add** Exhibit A-1, Additional Scope of Services

3. **Amend** Exhibit B, Purchase of Services, Contract Price, to add:

- 1.1. The contract price shall increase by \$25,000 for SFY 2015 for a total increase of \$25,000.

- 1.2. Funding is available as follows:

- \$15,000 - 100% Federal Funds from the Substance Abuse and Mental Health Services, CFDA #93.959, Federal Award Identification Number (FAIN), TI010035-14;
- \$10,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037.

4. **Amend** Exhibit B, Purchase of Services, Contract Price, to:

Delete: Paragraph 6 and,

Replace with:



6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
5. **Amend** Budget to add: Exhibit B-1 (2015)
6. **Amend** Exhibit C, Special Provisions to:
Delete: Exhibit C, Special Provisions,
Replace with: Exhibit C, Special Provisions Amendment #1
7. **Add:** Exhibit C-1, Revisions to General Provisions
8. **Amend** Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance to:
Delete: Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and;
Replace with: Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection Amendment #1

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

Contractor Initials: J.G.
Date: 11/20/14



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

State of New Hampshire
Department of Health and Human Services

1/15/15
Date

[Signature]
Brook Dupee
Bureau Chief

Manchester Health Department

11/20/14
Date

[Signature]
Name: Theodore Gatsas
Title: Mayor

Acknowledgement:

State of N.H., County of Hillsborough on Nov. 20, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Victoria L. Ferraro, Constituent Service Rep.
Name and Title of Notary or Justice of the Peace

My Commission Expires: April 28, 2015

VICTORIA L. FERRARO, Notary Public
My Commission Expires April 28, 2015


Contractor Initials: J.G.
Date: 11/20/14



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

OFFICE OF THE ATTORNEY GENERAL

Date 1/26/15


Name: Megan A. Gable
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Contractor Initials: J.G.
Date: 11/20/14



Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is

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Exhibit A-1

- made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.
- 1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.
- 1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

- 1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.
- 1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:
 - 1.2.1 Understand the nature of substance use disorders;
 - 1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;
 - 1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;
 - 1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;
 - 1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:
 - 1.2.5.1 Environmental strategies
 - 1.2.5.2 Prevention services
 - 1.2.5.3 Intervention services
 - 1.2.5.4 Treatment services
 - 1.2.5.5 Recovery support services
- 1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.
 - 1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and

J.G.

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Exhibit A-1

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
- 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

- 1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Reporting Requirements

- 1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

- 1. Completion and approved work plan within one month of the approved contract.
- 2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

- 1. Completion and approved work plan within one month of the approved contract.



Exhibit A-1

2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

J.G.
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**Exhibit B-1 - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Manchester Health Dept

Regional Public Health Network Amendment
Budget Request for: Award

(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)


Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 25,000.00	\$ -	\$ 25,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 25,000.00	\$ -	\$ 25,000.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials: _____

Date: _____



 11/20/14



SPECIAL PROVISIONS

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

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

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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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

J.G.
11/20/14



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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

VG
11/20/14



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

3. Renewal:

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of the competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Insurance

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$275,000 per claim and \$925,000 per occurrence and excess.

J. G.
11/20/14



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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

J.G.

Date

11/20/14

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



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

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

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

11/20/14
Date

Contractor Name:

Theodore Gatsas Mayor
Name: Theodore Gatsas
Title: Mayor

Exhibit G- Amendment #1

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

Contractor Initials T.G.

Date 11/20/14

CERTIFICATE OF VOTE

I, Matthew Normand, do hereby certify that:
(Name of the City Clerk of the Municipality)

1. I am duly elected City Clerk of the City of Manchester
2. The following is a true copy of an action duly adopted at a meeting of the Board of Mayor and Aldermen duly held on October 7, 2014,

RESOLVED: That this Municipality enter into a contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services.

RESOLVED: That Theodore Gatsas,
(Mayor of the City of Manchester)

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

3. The foregoing action on has not been amended or revoked and remains in full force and effect as of November 20, 2014.
4. Theodore Gatsas (is/are) the duly elected Mayor of the City of Manchester.

Matthew Normand
(Signature of the Clerk of the Municipality)

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledge before me this 20th day of

November, 2014 by Matthew Normand.
(Name of Person Signing Above)

(NOTARY
SEAL)

Justin [Signature]
(Name of Notary Public)

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





**City of Manchester
Office of Risk Management**

One City Hall Plaza
Manchester, New Hampshire 03101
(603) 624-6503 Fax (603) 624-6528
TTY: 1-800-735-2964

CERTIFICATE OF COVERAGE

NEW HAMPSHIRE DEPT. OF HEALTH & HUMAN SERVICES
Division of Public Health Services
29 Hazen Drive
Concord, New Hampshire 03301

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

For the City of Manchester Health Department RPHN Contract Amendment #1.

Issued the 22nd day of October, 2014.



Safety Manager

CITY OF MANCHESTER, NEW HAMPSHIRE

FEDERAL SINGLE AUDIT REPORT
For the Year Ended June 30, 2013



**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON
INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF
EXPENDITURES OF FEDERAL AWARDS REQUIRED BY OMB CIRCULAR A-133**

INDEPENDENT AUDITOR'S REPORT

To the Honorable Board of Mayor and Aldermen
City of Manchester, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited the City of Manchester, New Hampshire's (the "City") compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2013. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

The City of Manchester, New Hampshire's basic financial statements include the operations of the Manchester Transit Authority and the Manchester School District, component units of the City, which received \$22,064,125 in federal awards which is not included in the schedule during the year ended June 30, 2013. Our audit described below did not include the operations of the Manchester Transit Authority or the Manchester School District as these component units engaged other auditors to perform procedures in accordance with OMB Circular A-133.

Management's Responsibility

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

Auditor's Responsibility

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

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

Report on Internal Control Over Compliance

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

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

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

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

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the governmental activities, the business-type activities, the discretely component units, each major fund and the aggregate remaining fund information of the City of Manchester, New Hampshire, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the City of Manchester, New Hampshire's basic financial statements. We issued our report thereon dated March 27, 2014, which contained unmodified opinions on those financial statements. Our report included a reference to other auditors. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic 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 basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

McGladrey LLP

New Haven, Connecticut
March 31, 2014, except for the Schedule of Expenditures of Federal Awards as to which date is
March 27, 2014

CITY OF MANCHESTER, NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2013

Federal Grantor Pass-Through Grantor Program Title	Catalog of Federal Domestic Assistance Number	Federal Expenditures
Department of Health and Human Services:		
Direct Programs:		
Consolidated Health Centers	93.224	\$ 564,061
Passed Through the State of New Hampshire Department of Health and Human Services:		
Immunization Cluster:		
Childhood Immunization Grants	93.268	87,778
Total Immunization Cluster		<u>87,778</u>
Medical Reserve Corps Small Grant Program	93.008	805
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	33,170
Childhood Lead Poisoning Prevention Projects - State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	29,985
Centers for Disease Control & Prevention-Investigation and Technical Assistance	93.283	422,094
Refugee and Entrant Assistance - Discretionary Grants	93.576	18,392
Block Grants for Prevention and Treatment of Substance Abuse	93.959	54,831
Preventative Health Services-Sexually Transmitted Diseases Control Grants	93.977	68,456
Preventative Health & Health Services Block Grant	93.991	45,532
		<u>761,043</u>
Total Department of Health and Human Services		<u>1,325,104</u>
Department of Justice:		
Direct Programs:		
Juvenile Justice and Delinquency Prevention	16.540	2,731
Project Safe Neighborhoods	16.609	29,387
ARRA-Public Safety Partnership & Community Policing Grants	16.710	747,616
Equitable Sharing Program	16.922	282,268
JAG Program Cluster:		
Edward Byrne Memorial Justice Assistance Grant Program	16.738	226,770
ARRA-Edward Byrne Memorial Justice Assistance Grant Program/ Grants to Unite Local Governments	16.804	171,536
Total JAG Program Cluster		<u>398,306</u>
		<u>1,460,308</u>
Passed Through State of New Hampshire Office of the Attorney General:		
Sexual Assault Services Formula Program	16.017	4,318
ARRA-Violence Against Women Formula Grants	16.588	145,886
Enforcing Underage Drinking Laws Program	16.727	20,411
		<u>170,615</u>
Total Department of Justice		<u>1,630,923</u>

See Notes to Schedule of Expenditures of Federal Awards

(Continued)

CITY OF MANCHESTER, NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, Continued
For the Year Ended June 30, 2013

Federal Grantor Pass-Through Grantor Program Title	Catalog of Federal Domestic Assistance Number	Federal Expenditures
Department of Homeland Security:		
Direct Programs:		
Emergency Operations Center	97.052	44,377
		<u>44,377</u>
Passed Through State of New Hampshire Department of Safety:		
Emergency Management Performance Grants	97.042	1,461
Homeland Security Grant Program	97.067	99,702
State Homeland Security Program (SHSP)	97.073	661,019
		<u>762,182</u>
Total Department of Homeland Security		<u>806,559</u>
Department of Transportation:		
Direct Programs:		
Airport Improvement Program	20.106	7,935,876
Passed Through State of New Hampshire Department of Transportation:		
Highway Planning and Construction Cluster:		
Highway Planning & Construction	20.205	4,272
Total Highway Planning and Construction Cluster		<u>4,272</u>
State and Community Highway Safety	20.600	36,253
Alcohol Impaired Driving Countermeasures	20.601	26,713
		<u>67,238</u>
Total Department of Transportation		<u>8,003,114</u>
Department of Housing and Urban Development:		
Direct Programs:		
Community Development Block Grant Cluster:		
Community Development Block Grants/Entitlement Grants	14.218	1,912,789
State-Administered Community Development Block Grant Cluster:		
Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii	14.228	1,601,186
HOME Investment Partnerships Program	14.239	404,866
Emergency Shelter Grant Program	14.231	148,000
Lead Hazard Reduction Demonstration Grant Program	14.905	598,840
Total Department of Housing and Urban Development		<u>4,665,681</u>

See Notes to Schedule of Expenditures of Federal Awards

(Continued)

CITY OF MANCHESTER, NEW HAMPSHIRE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, Continued
 For the Year Ended June 30, 2013

Federal Grantor Pass-Through Grantor Program Title	Catalog of Federal Domestic Assistance Number	Federal Expenditures
Department of Economic Development Agency:		
Direct Programs:		
Economic Development Technical Assistance	11.303	<u>43,080</u>
Environmental Protection Agency:		
Direct Programs:		
Healthy Communities Grant Program	66.110	15,053
Congressionally Mandated Projects	66.202	134,683
Brownfields Training, Research, and Technical Assistance Grants	66.818	<u>39,516</u>
Total Environmental Protection Agency		<u><u>189,252</u></u>
Department of Energy:		
Direct Programs:		
ARRA-Energy Efficiency and Conservation Block Grant Program (EECBG)	81.128	<u>44,996</u>
Total Expenditures of Federal Awards		<u><u>\$ 16,708,709</u></u>

See Notes to Schedule of Expenditures of Federal Awards

Timothy M. Soucy, MPH, REHS
Public Health Director

Anna J. Thomas, MPH
Deputy Public Health Director



BOARD OF HEALTH
Rosemary M. Caron, PhD, MPH
Robert A. Duhaime, RN, MBA, MSN, Chair
Fernando Ferrucci, MD, Clerk
Elaine M. Michaud, Esq.
Christopher N. Skaperdas, DMD

CITY OF MANCHESTER
Health Department

MISSION STATEMENT

To improve the health of individuals, families, and the community through disease prevention, health promotion, and protection from environmental threats.

VISION STATEMENT

To be a healthy community where the public can enjoy a high quality of health in a clean environment, enjoy protection from public health threats, and can access high quality health care.

Timothy M. Soucy, MPH, REHS
Public Health Director

Anna J. Thomas, MPH
Deputy Public Health Director



BOARD OF HEALTH
Rosemary M. Caron, PhD, MPH
Robert A. Duhaime, RN, MBA, MSN, Chair
Fernando Ferrucci, MD, Clerk
Elaine M. Michaud, Esq.
Christopher N. Skaperdas, DMD

CITY OF MANCHESTER
Health Department

BOARD OF HEALTH MEMBERS:

Members: Rosemary M. Caron, PhD, MPH
University of New Hampshire
College of Health and Human Services
Department of Health Management and Policy

Robert A. Duhaime, RN, MBA, MSN
Chair
Vice-President, Operations/Chief Nurse Executive

Fernando Ferrucci, MD
Clerk
Pediatric Health Associates

Elaine M. Michaud, Esquire
Devine, Millimet & Branch, P.A.
\
Christopher N. Skaperdas, DMD
Christopher N. Skaperdas, PLLC

KEY ADMINISTRATIVE PERSONNEL - Amendment 1

NH Department of Health and Human Services

Contractor Name: Manchester Health Dept

Name of Program: Regional Public Health Network Amendment Award

				AMOUNT PAID FROM THIS CONTRACT
Timothy M. Soucy	Public Health Director	\$139,333	0.00%	\$0.00
Phil J. Alexakos	Public Health Preparedness Adm	\$92,949	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

				AMOUNT PAID FROM THIS CONTRACT
Timothy M. Soucy	Public Health Director	\$139,333	0.00%	\$0.00
Phil J. Alexakos	Public Health Preparedness Adm	\$92,949	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

TIMOTHY M. SOUCY, MPH, REHS

SUMMARY OF QUALIFICATIONS

- 24-Year Manchester Health Department Employee, 20-Year Senior Manager
- Recognized Public Health Leader in City of Manchester and State of New Hampshire
- Experienced in Managing Employees and Budgets
- Lifelong Manchester, New Hampshire Resident

EDUCATION

- Master of Public Health Degree May 1998 Boston University School of Public Health, Boston, Massachusetts
Concentration: Environmental Health
- Bachelor of Science Degree May 1989 University of Vermont, Burlington, Vermont
Major: Biology

PROFESSIONAL PUBLIC HEALTH EXPERIENCE

02/90 – Present: Manchester Health Department

12/06 – Present: Public Health Director

As the Chief Administrative Officer provides administrative oversight to all operations and activities of the Manchester Health Department including exclusive personnel responsibility, supervisory authority and budgetary authority. The Manchester Health Department routinely assesses the health of the community and recommends appropriate policies, ordinances and programs to improve the health of the community. The Department investigates and controls communicable diseases, completes environmental inspections and investigations necessary to protect the public health and is also responsible for the provision of school health services for Manchester school children. The Public Health Director also serves as the Executive Director of the Health Care for the Homeless Program (330-h) and has overseen the AmeriCorps VISTA Program and Weed & Seed Strategy.

11/02 – 06/06: Public Health Preparedness Administrator

Carried out all functions of Chief of Environmental Health. In addition, planned, directed and supervised all activities to assure local readiness, interagency collaboration, and preparedness for bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Secured over two million dollars (\$2,000,000) in federal public health preparedness funding for the City of Manchester since 2002. Experienced in Manchester Emergency Operations Center (EOC) operations.

08/94 – 11/02: Chief, Division of Environmental Health

Planned, directed and supervised all environmental health activities carried out within the City of Manchester. Evaluated and recommended public health standards, ordinances and legislation. Advised governmental leaders, community representatives, and the general public on environmental health issues. Planned and conducted professional public health training programs. Coordinated epidemiological investigations for specific disease outbreaks. Supervised division staff and evaluated personnel performance.

02/90 - 08/94: Environmental Health Specialist / Sanitarian

Performed duties related to a comprehensive environmental health program, including, but not limited to inspection of food service facilities, investigation of foodborne illnesses, inspection of institutional facilities, swimming pool inspections, indoor air quality investigations, inspections of septic systems, investigation of public health nuisances, and investigation of childhood lead poisoning cases.

PROFESSIONAL CERTIFICATIONS

- Registered Environmental Health Specialist, National Environmental Health Association, Number 85241 (Inactive)
- Designer of Subsurface Sewage Disposal Systems, State of New Hampshire, Permit number 1273 (Active)
- ServSafe Food Protection Manager Certification Course, National Restaurant Association, 1998 (Inactive)

(W) MANCHESTER HEALTH DEPARTMENT, 1528 ELM STREET
MANCHESTER, NEW HAMPSHIRE 03101
PHONE (W): (603) 624-6466 X301 FAX (W): (603) 628-6004
E-MAIL (W): TSOUCY@MANCHESTERNH.GOV

PROFESSIONAL ORGANIZATIONS

- Member, National Association of County & City Health Officials (NACCHO)
- Member, American Public Health Association (APHA)
- Member, National Environmental Health Association, (NEHA)
- Member, New Hampshire Public Health Association (NHPHA)
- Member, New Hampshire Health Officer Association (NHHOA)

HONORS AND RECOGNITIONS

- Presenter, NACCHO Leadership Graduation, 2013
- Appointee, New Hampshire Health Exchange Advisory Board, 2012 - Present
- Poster Session, NACCHO Annual Conference, 2010
- Presenter, NALBOH Annual Conference, 2009
- Presented with Key to the City, Honorable Mayor Frank C Guinta, 2009
- Vice-Chair, Survive & Thrive Workgroup, National Association of County & City Health Officials 2009 – 2013
- Fellow, Survive & Thrive, National Association of County & City Health Officials 2008 – 2009
- Guest Lecturer, University of New Hampshire, MPH, MPA and Undergraduate Programs 2006- Present
- Associate, Leadership New Hampshire, Class of 2005
- 40 Under Forty, The Union Leader & Business and Industry Association of New Hampshire, Class of 2004
- Appointee, Legislative Study Committee for Public Health and the Environment, 2000-2003
- Inductee, Delta Omega, Public Health Honor Society, Boston University School of Public Health 1998

CONTINUING EDUCATION

- Reasonable Suspicion Supervisory Training, City of Manchester Human Resources, 2010
- New Hampshire Department of Environmental Services, Subsurface Bureau Educational Seminars, 2010 & 2012
- ICS 300, MGT 313, Incident Management/Unified Command, Texas A&M, 2008
- MGT -100 WMD Incident Management/Unified Command Concept, Texas A&M, 2008
- ICS 100, ICS 200, US Department of Homeland Security, 2008
- Bi-State Primary Care Association, Primary Care Conference, 2007
- Public Health Preparedness Summit, National Association of City & County Health Officials, 2006
- National Incident Management Systems (NIMS), US Department of Homeland Security, 2005
- Healthcare Leadership & Administrative Decision-Making in Response to Weapons of Mass Destruction (WMD) Incident US Federal Emergency Management Agency, 2004
- Forensic Epidemiology, US Department of Justice & US Centers for Disease Control & Prevention, 2003
- BioDefense Mobilization Conference, University of Washington, School of Public Health, 2002
- Emergency Response to Domestic Biological Incidents, US Department of Justice & LSU, 2001
- Financial Skills for Non-Financial Managers, University of New Hampshire, 2001
- National Environmental Health Association Annual Education Conference, NEHA, 2000
- Management Perspectives for Public Health Practitioners, US Centers for Disease Control & Prevention, 2000
- Investigating Foodborne Illnesses, US Food & Drug Administration, 1999
- Environmental Health Risks to Children, US Environmental Protection Agency, 1998
- Food Microbiological Control, US Food & Drug Administration, 1998
- Computer Assisted Modeling for Emergency Operations (CAMEO), Harvard School of Public Health, 1997
- Local Radon Coordinators Network Training, National Association of City & County Health Officials, 1996
- Introduction to Indoor Air Quality, US Environmental Protection Agency & Harvard University, 1995
- Hazard Analysis & Critical Control Point (HACCP), US Food & Drug Administration, 1995
- Safety Measurement, Bloodborne Pathogens, Confined Space Entry, University of New Hampshire, 1994
- Environmental Health Sciences, US Centers for Disease Control & Prevention, 1992
- Field Description of Soils, University of New Hampshire, 1992
- Kentucky Lead Training Workshop, Jefferson County Health Department, 1991
- Foodborne Disease Control, US Centers for Disease Control & Prevention, 1991
- Lead Paint Inspectors Course, PCG PRO-Tech Services, Massachusetts, 1990

COMMUNITY ACTIVITIES

- Member, Manchester Community Health Center CEO Search Committee, 2012-2013
- Member, Management Team, Manchester Homeless Day Center 2012 - Present
- Member, Board of Directors, Families in Transition, Housing Benefits, Inc., 2010 – Present
- Member, Board of Directors, Mental Health Center of Greater Manchester, 2008 – Present (Board Chair 2012 – Present)
- Leadership Greater Manchester Steering Committee, Greater Manchester Chamber of Commerce, 2008 – Present
- Volunteer, Dance Visions Network, 2007 - Present
- Member, Seniors Count Collaborating Council, Easter Seals of New Hampshire, 2006 - Present
- Member, Board of Directors, New Horizons for New Hampshire, 2004 – 2010 (Board President 2007-2009)
- Coach, Parker Varney Girls Basketball Team, 2004-2005
- Assistant Coach, Rising Stars Recreation Soccer League, 2002
- Assistant Coach, Manchester Angels Recreation Soccer League, 2001-2003
- Member, Advisory Council, Endowment for Health, Inc. 2000-2003
- Assistant Coach, Manchester West Junior Soccer League, 2000-2003
- Assistant Coach, Manchester West Junior Deb Softball League, 2000
- Member, Allocations Committee, United Way of Greater Manchester, 1998-2003
- Health Department Campaign Coordinator, Granite United Way, 1996, 2008 - 2013

CITY OF MANCHESTER ACTIVITIES

- Appointee, City of Manchester Ambulance Review Committee, 2013 - Present
- Appointee, City of Manchester Enterprise Resource Planning Committee, 2012 – Present
- Appointee, City of Manchester Labor / Management Committee, 2011 – Present
- Appointee, City of Manchester Local Emergency Planning Committee, 2011 – Present
- Appointee, City of Manchester Refugee and Immigrant Integration Task Force, 2010 - Present
- Appointee, City of Manchester 10-Year Plan to End Homelessness, 2010 - Present
- Appointee, City of Manchester Quality Council, 2008 – Present
- Appointee, City of Manchester AFSCME Sick Leave Bank, 2006- Present

**Philip J. Alexakos, MPH, REHS
Manchester Health Department
1528 Elm Street
Manchester NH 03101
628-6003 x307
palexako@manchesternh.gov**

EDUCATION

**Bachelor of Science Degree, May 1994
Bates College, Lewiston, Maine
Major: Biology
3.0 GPA**

**Master of Public Health, May 2004
University of New Hampshire
Public Health Ecology Concentration
3.93 GPA**

EXPERIENCE

**5-07 to present Public Health Preparedness Administrator
(Chief of Environmental Health and Emergency Preparedness)
Manchester Health Department, Manchester, NH**

Oversees all aspects of the environmental health program as noted below. Responsible for the completion of tasks as required by the public health preparedness grants received by the Department. Serve as the Director of the Greater Manchester Medical Reserve Corps. Serves as the Chair of the Regional Coordinating Committee (a.k.a. "Bioguys"). Functions as the liaison to all towns in the Greater Manchester Public Health Region. Teaches classes throughout the State on a variety of public health and preparedness topics. Serves on several preparedness and environmental health workgroups as requested.

**8/10-present Adjunct Faculty Member
University of New Hampshire. Master of Public Health
Program**

Teach a graduate level class on environmental health. Integrating broad global concepts and local application of interventions and strategies, this course is designed to require critical thinking and analysis of the effects of environmental health issues on all affected stakeholders.

12/01 to 5/07 Senior Public Health Specialist and Supervisor of

**Environmental Health
Manchester Health Department, Manchester, NH**

Immediate supervisor of the environmental health division. Performs all tasks under the senior environmental health specialist job description. Provides assistance to all staff in the division as well as peers across the Public Health Preparedness catchment area. Serves as an executive board member of food safety and lead poisoning prevention coalitions. Evaluates employees for performance and departmental objectives and outcomes. Teaches classes in core functions of public health and environmental health for the Institute for Local Public Health Practice.

**1/07 to 1/09 Adjunct Faculty Member
Southern New Hampshire University, School of Hospitality,
Tourism and Culinary Management**

Taught an undergraduate class on Sanitation, Safety and Security as it relates to food service, hospitality and hotel operations. This class incorporates two separate curricula. One, using the National Restaurant Association's ServSafe text and certification exam as a measurement of competency. The second using the American Hotel and Lodging Association's Security and Loss Prevention Management text with an optional certification exam to demonstrate competencies beyond the final exam.

**12/97- 12/01 Senior Environmental Health Specialist
Manchester Health Department, Manchester, NH**

Mentor to environmental health specialists. Performs duties as noted in environmental health specialist description below. In addition, performs subsurface sewage disposal systems inspections and soil analyses. Provides lead poisoning prevention education for property owners and tenants. Leads investigations of foodborne illnesses or other projects as assigned by the Head of the Division.

**12/94- 12/97 Environmental Health Specialist
Manchester Health Department, Manchester, NH**

Performs duties related to a comprehensive environmental health program, including but not limited to: inspection of food service establishments, inspection of institutional inspections, swimming pool inspections, plan review, investigation of public health nuisance complaints. Hosts, produces and edits "Our Public Health", a monthly, Manchester cable access program addressing important topics in public health, reaching a potential audience of 80,000 people.

8/94-12/94 Chemistry Lab Instructor

Notre Dame College, Manchester, NH

Responsible for the set-up and instruction of chemistry laboratory sessions in General Chemistry for science majors. Lectured for the Professor in her absence. Tutored students in Biology and Chemistry.

PROFESSIONAL QUALIFICATIONS

- Registered Environmental Health Specialist, NEHA, Certificate Number: 90000351
- Licensed Sub-Surface Sewage Disposal Systems Designer, State of NH, Permit Number : 1385
- State of NH Sub-Surface Sewage Disposal System, Inspector
- ServSafe Instructor/Proctor, National Restaurant Association, Certificate Number: 1076206
- Licensed Lead Sampling Technician, EPA, Certificate: LST-114
- Certified Pool Operator
- Certified HAPSITE Technician

PROFESSIONAL ORGANIZATIONS

- Member, National Environmental Health Association (NEHA), 2001- present
- Government Access Producer, Manchester Community Television, 1995- present
- Secretary, Northern New England Environmental Health Association, 2004- present
- Board Member, New Hampshire Indoor Air Quality Association-Manchester Chapter 2009
- Governor Appointee on the Counsel on the Relationship Between the Environment and Public Health, 2006-2010 (sunset)
- Director, Greater Manchester Medical Reserve Corps, August 2008-present
- Bed Bug Action Committee, 2009-present

CONTINUING EDUCATION

Foodborne Disease and Control, CDC, 1995
Hazard Analysis of Critical Control Points, FDA, 1995
Introduction to Soil Science, University of NH, 1996
Orientation to Indoor Air Quality, Harvard School of Public Health, 1996
Principles of Epidemiology, CDC, 1996
Investigation of an Outbreak of Pharyngitis, CDC, 1997
Epidemiology in Action, CDC/Emory University, Atlanta, GA, 1997
Communicable Disease Control, CDC, 1997
Food Microbiological Control, FDA, 1998
Investigating Foodborne Illness, FDA, 1999
Intermediate Methods in Epidemiology, CDC/Emory University, Atlanta, GA, 2000
Environmental Health Sciences, CDC, 2000
National Fire Academy, Bio-terrorism Training 2001
HAPSITE certification, December 2003
Level A Hazmat trained, 2003
Certified Pool Operator Class, 2003

NIMS Training and Certification, 2006
Avian Influenza Rapid Response, CDC, CSTE, 2007
Weapons of Mass Destruction Sampling, LSU, 2007
Incident Command Trainings (ICS-100, ICS-200, MGT-313)

COMMUNITY ACTIVITIES

- Referee, United States Soccer Federation (1988- 2002)
- Referee, National Intercollegiate Soccer Officials Association (1999- 2004)
- Referee, National Federation of High Schools (soccer) (1994-present)
- Volunteer Soccer Coach, U-6 to U-8 Indoor Soccer, NH SportsPlex (2006-present)
- Assistant Wrestling Coach, Manchester West High School (1994-1997)
- Volunteer Soccer Coach, Bedford Soccer League (2007-present)

Conversant in Spanish

References available upon request

104B

JUN 13 11 00 AM



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

89.42% Federal
10.58% General

June 3, 2013

G&C Approved
S. J. [Signature]

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

Date

6/19/13

Item #

104B

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into a sole source agreement with the Manchester Health Department, (Vendor #177433-B009), 1528 Elm Street, Manchester, NH 03101, in an amount not to exceed \$915,560, to improve municipal and regional public health emergency preparedness and substance misuse prevention and related health promotion capacity, to be effective July 1, 2013 through June 30, 2015.

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

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$332,755.00
SFY 14	102-500731	Contracts for Prog Svc	90077026	\$59,645.00
			Sub-Total	\$392,400.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$332,755.00
SFY 15	102-500731	Contracts for Prog Svc	90077026	\$59,645.00
			Sub-Total	\$392,400.00
			Total	\$784,800.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
			Sub-Total	\$130,760.00
			Total	\$915,560.00

EXPLANATION

This agreement includes funds that are being awarded through both a sole source and a competitive bid process. The sole source award reflects that as the municipal public health entity, the Health Department provides the infrastructure and legal authority necessary to carry out disease surveillance and investigations; enforce public health laws and regulations; and mitigate public health hazards. These are all core public health functions that are essential to detecting and responding to public health emergencies. The Manchester Health Department was specified as the contracted work performer in the federal cooperative agreement application, which was approved and awarded.

Funds being awarded through a competitive bid process will be used to allow the Manchester Health Department to align a range of public health and substance misuse prevention and related health promotion activities. The Manchester Health Department will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

Altogether, this agreement will build municipal and regional capacity in three broad areas: a Regional Public Health Advisory Committee; Municipal and Regional Public Health Preparedness; and Substance Misuse Prevention and Related Health Promotion services. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and "super storm" Sandy.

The Manchester Health Department will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices, and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play".

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in the city and the region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services.

As stated previously, the Manchester Health Department was selected for activities that will occur throughout the region through a competitive bid process. A Request for Proposals was posted on the Division of Public Health Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with the Manchester Health Department being the sole bid to provide these services in this region. This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning, and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

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

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).
- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Municipal Public Health Preparedness

- Time for Incident Management Team members to report for immediate duty following notification to do so.
- Time to issue a risk communication message for dissemination to the public.
- Percent of infectious disease reports that initial public health control measures were initiated within the required timeframe.
- Number of professionals trained through the Institute for Local Public Health Practice.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 3, 2013
Page 5

The geographic area to be served varies according to the specific activities. In addition to activities within the city of Manchester, regional Public Health Network services include the towns of Auburn, Bedford, Candia, Deerfield, Goffstown, Hooksett, and New Boston.

Source of Funds is 89.42% federal funds and 10.58% general funds.

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

Respectfully submitted,

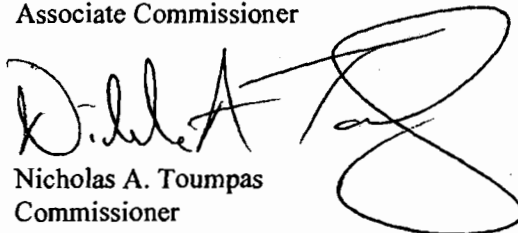


José Thier Montero, MD
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js

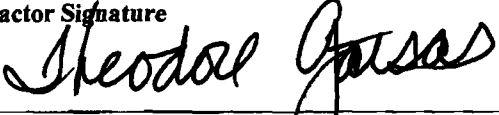

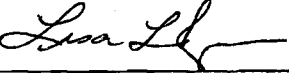
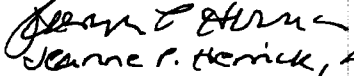
Subject: Regional Public Health Network Services

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 Manchester Health Department		1.4 Contractor Address 1528 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 624-6466	1.6 Account Number 05-95-90-902510-5171-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$915,560.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Theodore Gatsas, Mayor	
1.13 Acknowledgement: State of <u>NH</u>, County of <u>Hillsborough</u> On <u>5/13/13</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		VICTORIA L. FERRARO, Notary Public My Commission Expires April 28, 2015 <i>Constituent Service Rep.</i>	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne F. Kenick, Attorney On: <u>4 June 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services
Regional Public Health Network Services

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

CONTRACTOR NAME: Manchester Health Department
1528 Elm Street
ADDRESS: Manchester, NH 03101
Director: Tim Soucy
TELEPHONE: (603) 626-6466

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse

prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups
 - 5.7. Documentation and record-keeping
 - 5.8. Process for reviewing and revising the policies and procedures

6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Implement at least one priority intervention identified during the HVA conducted in SFY 13.
6. Implement routine public health surveillance systems and epidemiological investigation processes in order to detect and respond to infectious disease outbreaks. Ensure compliance with DPHS procedures and train agency staff on surveillance systems, investigation protocols, and procedures to ensure the continued ability to collect and submit local data.
7. Ensure compliance with the CDC requirements for the protection of public health emergency responders including appropriate vaccination and provision of personal protective equipment (PPE).
8. Maintain current systems to alert key staff in conjunction with DPHS' ability to investigate public health threats on a 24/7/365 basis.
9. Continue participation in the CDC's Epidemic Information Exchange Program (EPI-X).
10. Collaborate with DPHS to submit data to the CDC's National Outbreak Reporting System (NORS).

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
- 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.
- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).

- 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
- 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

5. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

6. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. Training and Technical Assistance
- e. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.

- 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
- 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2. Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness

1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion

1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).

1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

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 appropriate DHHS office immediately for additional guidance.

Contractor Initials: J.G.
Date: 5/13/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

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

CONTRACTOR NAME: Manchester Health Department
1528 Elm Street
ADDRESS: Manchester, NH 03101
Director: Tim Soucy
TELEPHONE: (603) 626-6466

Vendor #177433-B009	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #90077026	Appropriation #05-95-90-902510-5171-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734

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:

\$665,510 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds and \$119,290 for Public Health Preparedness – Cities Readiness Initiative, funded from 100% federal funds from the U.S. CDC, (CFDA #93.069), and \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959).

Total: \$915,560.00

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.
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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A.G.

5/13/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

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

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

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

- 9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

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

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

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

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public

Standard Exhibits A - J

Initials: D.G.

Date: 5/13/13

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).

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$275,000 per claim and \$925,000 per occurrence and excess, and.

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Substance Misuse Prevention and Related Health Promotion and some of the Public Health Preparedness services were competitively procured. The remaining Public Health Preparedness services are awarded through sole-source.

18. **Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

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.

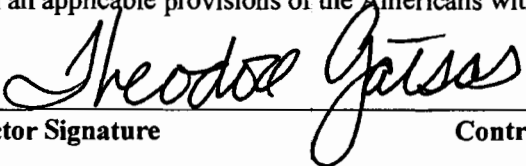
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

	Mayor
Contractor Signature	Contractor's Representative Title
<u>Manchester Health Department</u>	<u>5/13/13</u>
Contractor Name	Date



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Regional Public Health Network Services**

This 1st Amendment to the Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock, contract (hereinafter referred to as "Amendment One") dated this 18th day of December, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 1 Medical Center Drive, Lebanon, NH 03756.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 4, 2013, Item #54, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to change the scope of services and the price limitation, and

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

1. **Change** price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$321,602.
2. **Add** Exhibit A-1, Additional Scope of Services
3. **Amend** Exhibit B, Purchase of Services, Contract Price, to add:
 - 1.1. The contract price shall increase by \$25,000 for SFY 2015 for a total increase of \$25,000.
 - 1.2. Funding is available as follows:
 - \$15,000 - 100% Federal Funds from the Substance Abuse and Mental Health Services, CFDA #93.959, Federal Award Identification Number (FAIN), T1010035-14;
 - \$10,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037.
4. **Amend** Exhibit B, Purchase of Services, Contract Price, to:

Delete: Paragraph 6 and,



Replace with:

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

5. **Amend** Budget to add: Exhibit B-1 (2015)

6. **Amend** Exhibit C, Special Provisions to:

Delete: Exhibit C, Special Provisions,

Replace with: Exhibit C, Special Provisions Amendment #1

7. **Add**: Exhibit C-1, Revisions to General Provisions

8. **Amend** Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance to:

Delete: Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and;

Replace with: Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection Amendment #1

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



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

State of New Hampshire
Department of Health and Human Services

11/15/15
Date

Brook Dupee
Brook Dupee
Bureau Chief

Mary Hitchcock Memorial Hospital dba Dartmouth
Hitchcock

12/18/14
Date

Robin Killeather-Mundy
Name: Robin Killeather-Mundy
Title: CFO
12/18/14

Acknowledgement:

State of New Hampshire, County of Grafton on 12/18/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Faith Johnston
Signature of Notary Public or Justice of the Peace



FAITH JOHNSTON, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/26/2014

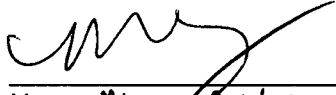
New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 1/26/15


Name: Megha A. Yoon
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

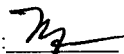
Contractor Initials: 
Date: 12-18-14



Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is



Exhibit A-1

made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.

- 1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.
- 1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

- 1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.
- 1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:
 - 1.2.1 Understand the nature of substance use disorders;
 - 1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;
 - 1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;
 - 1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;
 - 1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:
 - 1.2.5.1 Environmental strategies
 - 1.2.5.2 Prevention services
 - 1.2.5.3 Intervention services
 - 1.2.5.4 Treatment services
 - 1.2.5.5 Recovery support services
- 1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.
 - 1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and



Exhibit A-1

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
 - 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Reporting Requirements

1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

1. Completion and approved work plan within one month of the approved contract.
2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

1. Completion and approved work plan within one month of the approved contract.



Exhibit A-1

2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on “Elements of a comprehensive system to preventing, treating and recovering from substance use disorders”.
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

[Handwritten Signature]

[Handwritten Date: 12/18/14]

**Exhibit B-1 - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: MARY HITCHCOCK MEMORIAL HOSPITAL

Regional Public Health Network Services

Budget Request for: Amendment

(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 5,750	\$ 891	\$ 6,641	15.5% of other costs. As per Dartmouth-Hitchcock's financial policy for contracts
2. Employee Benefits	\$ 1,898	\$ 294	\$ 2,192	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 2,460	\$ 381	\$ 2,841	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 142	\$ 22	\$ 164	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,495	\$ 232	\$ 1,727	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 9,900	\$ 1,535	\$ 11,435	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 21,645	\$ 3,355	\$ 25,000	

Indirect As A Percent of Direct

15.5%

NH DHHS
Exhibit B-1 - Amendment #1

Contractor Initials: MJ

Date: 12/18/14



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

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

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

3. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of the competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. **Insurance**

Subparagraph 14.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

 - 14.1 All insurance provided by Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock will be provided by financially sound insurance companies authorized to do business in New Hampshire or a captive insurance program or other alternative risk financing mechanism. If provided by a captive insurance



Exhibit C-1

program or other alternative risk financing mechanism, documentation will be provided upon request to assure the Contracting Officer of Mary Hitchcock Memorial Hospital's ability to cover all reserves and claims. The Contractor shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Whatever insurance or alternative risk financing mechanism is utilized will be in amounts of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.



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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

Handwritten signature initials in black ink.

Handwritten date 12/18/14 in black ink.

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



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

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

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

Contractor Name:

12/18/14
Date

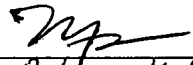

Name: Robb Kilpatrick Mackey
Title: CFU

Exhibit G- Amendment #1

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

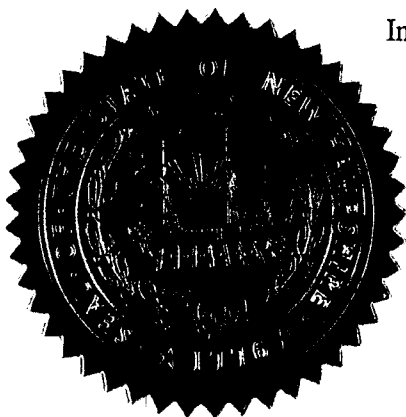
Contractor Initials RM

Date 12/18/14

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 MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire nonprofit corporation formed August 7, 1889. 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 6th day of May A.D. 2014

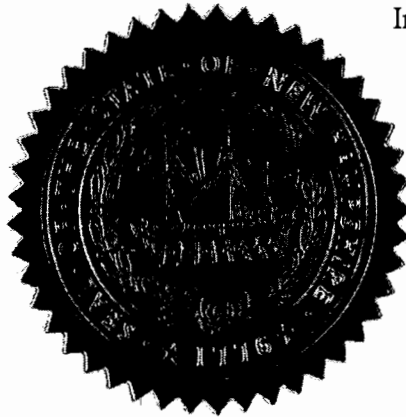
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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 DARTMOUTH-HITCHCOCK CLINIC is a New Hampshire nonprofit corporation formed March 1, 1983. 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 6th day of May A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Barbara J. Couch of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

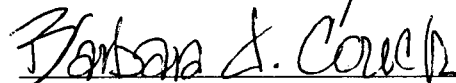
1. I am the duly elected Secretary of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7th, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

ARTICLE I – Section A. Fiduciary Duty. Stewardship over Corporate Assets

“In exercising this [fiduciary] duty, the Board may, consistent with the Corporation’s Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable.”

3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer and Chief Financial Officer, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Robin Kilfeather-Mackey is the Chief Financial Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 12 day of JANUARY, 2015.

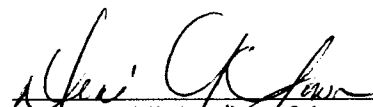


Barbara J. Couch, Secretary

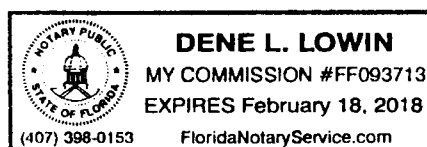
STATE OF NH

COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 12 day of JANUARY 2015 by Barbara J. Couch.



Notary Public/Justice of the Peace
My Commission Expires: 2/18/2018



CERTIFICATE OF INSURANCE	DATE: September 2, 2014
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CONSULTANT
Hamden Assurance Risk Retention Group, Inc.
P.O. Box 1687
30 Main Street, Suite 330
Burlington, VT 05401

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED
Mary Hitchcock Memorial Hospital
1 Medical Center Drive
Lebanon, NH 03756-0001

COMPANY AFFORDING COVERAGE

Hamden Assurance Risk Retention Group, Inc.

COVERAGES

This is to certify that the Policies listed below have been issued to the Named Insured above for the Policy Period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.
 NOTICE: This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY	0002014-A	7/1/14	6/30/15	GENERAL AGGREGATE	\$NONE
X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGGREGATE	
				PERSONAL ADV INJURY	
X CLAIMS MADE				EACH OCCURRENCE	\$1,000,000
				FIRE DAMAGE	
OCCURRENCE				MEDICAL EXPENSES	
	EACH CLAIM				
PROFESSIONAL LIABILITY				ANNUAL AGGREGATE	
OTHER					

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
MARY HITCHCOCK MEMORIAL HOSPITAL EVIDENCE OF COVERAGE FOR GENERAL LIABILITY.
 We have been advised that Mary Hitchcock Memorial Hospital has a Regional Public Health Network Services Grant with the New Hampshire Department of Health & Human Services. Certificate of Insurance to be submitted to Bobbie Aversa, BS, Administrator, Contracts & Procurement Unit, New Hampshire Department of Health & Human Services, 129 Pleasant Street, Concord, NH 03301.

CERTIFICATE HOLDER
New Hampshire Department of Health & Human Services
29 Hazen Drive
Concord, NH 03301-6504
(Contact: Insurance Coordinator 603-653-1249)

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



AUTHORIZED REPRESENTATIVES

Jeanine Jordan - Print

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

Mary Hitchcock Memorial Hospital
One Medical Center Drive
Lebanon NH 03756-0001

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
WORKERS COMPENSATION	7/1/2015	WA7-61D-253624-044	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All states except Monopolistic States	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident
				Bodily Injury By Disease \$1,000,000 Policy Limit
				Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	RETRO DATE _____		General Aggregate	
			Products / Completed Operations Aggregate	
			Each Occurrence	
			Personal & Advertising Injury	Per Person / Organization
			Other	Other
AUTOMOBILE LIABILITY <input type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED				Each Accident--Single Limit B.I. And P.D. Combined
				Each Person
				Each Accident or Occurrence
				Each Accident or Occurrence
OTHER				
ADDITIONAL COMMENTS				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST _____ DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

Department of Health and Human Services
Contracts and Procurement Unit
129 Pleasant Street
Concord NH 03301

Karyn Lessard

Karyn Lessard

AUTHORIZED REPRESENTATIVE

BEDFORD / 0116			
SUITE 100 10 CORPORATE DRIVE			
BEDFORD NH 03110	603-472-7100	9/5/2014	
OFFICE	PHONE	DATE ISSUED	

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

Dartmouth-Hitchcock and Subsidiaries

**Combined Financial Statements
Year Ended June 30, 2013 and Nine Months Ended
June 30, 2012**

Dartmouth-Hitchcock and Subsidiaries
Index
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

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Report of Independent Auditors

To the Board of Trustees of
Dartmouth-Hitchcock and Subsidiaries

We have audited the accompanying combined financial statements of Dartmouth-Hitchcock and Subsidiaries (Dartmouth-Hitchcock), which comprise the combined balance sheets as of June 30, 2013 and June 30, 2012, and the related combined statements of operations and changes in net assets and of cash flows for the year ended June 30, 2013 and nine months ended June 30, 2012.

Management's Responsibility for the Combined Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on the combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

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

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth-Hitchcock and Subsidiaries at June 30, 2013 and June 30, 2012, and the results of their operations and changes in net assets and of their cash flows for the year ended June 30, 2013 and nine months ended June 30, 2012 in accordance with accounting principles generally accepted in the United States of America.

Our audit was conducted for the purpose of forming an opinion on the combined financial statements taken as a whole. The combining information is the responsibility of management and was derived from

and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The combining information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining information is fairly stated, in all material respects, in relation to the combined financial statements taken as a whole. The combining information is presented for purposes of additional analysis of the combined financial statements rather than to present the financial position, results of operations and cash flows of the individual companies and is not a required part of the combined financial statements. Accordingly, we do not express an opinion on the financial position, results of operations and cash flows of the individual companies.

November 22, 2013

Dartmouth-Hitchcock and Subsidiaries
Combined Balance Sheets
June 30, 2013 and 2012

<i>(in thousands of dollars)</i>	2013	2012
Assets		
Current assets		
Cash and cash equivalents	\$ 46,245	\$ 59,510
Patient accounts receivable, net of estimated uncollectibles of \$57,844 at June 30, 2013 and \$57,585 at June 30, 2012 (Notes 4 and 5)	171,131	165,378
Prepaid expenses and other current assets (Notes 3, 14)	<u>78,844</u>	<u>77,833</u>
Total current assets	296,220	302,721
Assets limited as to use (Notes 6, 8, and 11)	558,466	520,978
Other investments for restricted activities (Notes 6 and 8)	97,087	99,282
Property, plant, and equipment, net (Note 7)	457,635	444,598
Other assets (Note 3)	<u>54,394</u>	<u>47,614</u>
Total assets	<u>\$ 1,463,802</u>	<u>\$ 1,415,193</u>
Liabilities and Net Assets		
Current liabilities		
Current portion of long-term debt (Note 11)	\$ 11,963	\$ 9,675
Current portion of liability for pension and other postretirement plan benefits (Note 12)	5,666	7,639
Accounts payable and accrued expenses (Note 14)	73,815	68,585
Accrued compensation and related benefits	111,474	99,782
Estimated third-party settlements (Note 5)	<u>21,483</u>	<u>22,386</u>
Total current liabilities	224,401	208,067
Long-term debt, excluding current portion (Note 11)	544,125	407,711
Insurance deposits and related liabilities (Note 13)	83,609	95,866
Interest rate swaps (Notes 8 and 11)	22,285	29,006
Liability for pension and other postretirement plan benefits (Note 12)	<u>173,182</u>	<u>410,587</u>
Total liabilities	<u>1,047,602</u>	<u>1,151,237</u>
Net assets		
Unrestricted	330,698	171,098
Temporarily restricted (Notes 9 and 10)	54,247	61,849
Permanently restricted (Notes 9 and 10)	<u>31,255</u>	<u>31,009</u>
Total net assets	416,200	263,956
Commitments and contingencies (Notes 5, 7, 8, 11, 14, and 16)	<u>-</u>	<u>-</u>
Total liabilities and net assets	<u>\$ 1,463,802</u>	<u>\$ 1,415,193</u>

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

Dartmouth-Hitchcock and Subsidiaries
Combined Statements of Operations and Changes in Net Assets
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

<i>(in thousands of dollars)</i>	2013	2012
Unrestricted revenue and other support		
Net patient service revenue, net of provision for bad debt (\$40,042 in 2013; \$25,394 in 2012) (Notes 4 and 5)	\$ 1,173,531	\$ 863,095
Contracted revenue (Note 2)	88,293	47,856
Other operating revenue (Notes 2, 5, 6, and 14)	47,085	35,174
Net assets released from restrictions	13,214	10,349
Total unrestricted revenue and other support	<u>1,322,123</u>	<u>956,474</u>
Operating expenses		
Salaries	638,379	447,859
Employee benefits	199,455	152,074
Medical supplies and medications	175,323	126,416
Purchased services and other	140,538	112,910
Medicaid enhancement tax (Note 5)	38,261	32,798
Medical school financial support	5,480	6,000
Depreciation and amortization	53,567	39,233
Interest (Note 11)	19,243	12,614
Expenditures relating to net assets released from restrictions	13,214	10,349
Total operating expenses	<u>1,283,460</u>	<u>940,253</u>
Operating income	<u>38,663</u>	<u>16,221</u>
Nonoperating gains (losses)		
Investment gains (Notes 6 and 11)	33,931	32,031
Loss on advance refunding (Note 11)	(3,500)	-
Other losses	(2,303)	(4,390)
Total nonoperating gains, net	<u>28,128</u>	<u>27,641</u>
Excess of revenue over expenses	<u>\$ 66,791</u>	<u>\$ 43,862</u>

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

Dartmouth-Hitchcock and Subsidiaries
Combined Statements of Operations and Changes in Net Assets
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

<i>(in thousands of dollars)</i>	2013	2012
Unrestricted net assets		
Excess of revenue over expenses	\$ 66,791	\$ 43,862
Other changes in net assets (Note 3)	3,192	-
Net assets released from restrictions	2,760	1,068
Change in funded status of pension and other postretirement benefits (Note 12)	81,169	(24,188)
Change in fair value on interest rate swaps (Note 11)	5,688	(1,683)
Increase in unrestricted net assets	<u>159,600</u>	<u>19,059</u>
Temporarily restricted net assets		
Gifts, bequests, and sponsored activities	8,378	9,559
Other changes in net assets	136	-
Investment (losses) gains	(693)	1,760
Change in net unrealized gains on investments	551	1,936
Net assets released from restrictions	(15,974)	(11,417)
(Decrease) increase in temporarily restricted net assets	<u>(7,602)</u>	<u>1,838</u>
Permanently restricted net assets		
Gifts and bequests	246	21
Increase in permanently restricted net assets	<u>246</u>	<u>21</u>
Change in net assets	152,244	20,918
Net assets		
Beginning of year	<u>263,956</u>	<u>243,038</u>
End of year	<u>\$ 416,200</u>	<u>\$ 263,956</u>

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

Dartmouth-Hitchcock and Subsidiaries
Combined Statements of Cash Flows
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

<i>(in thousands of dollars)</i>	2013	2012
Cash flows from operating activities:		
Change in net assets	\$ 152,244	\$ 20,918
Adjustments to reconcile change in net assets to net cash (used) provided by operating and nonoperating activities		
Change in fair value of interest rate swaps	(6,721)	2,238
Provision for bad debt	40,042	25,394
Depreciation and amortization	53,907	39,584
Change in funded status of pension and other postretirement benefits	(81,169)	24,188
(Gain) loss on disposal of fixed assets	(109)	870
Loss on advance refunding of debt	3,500	-
Net realized gains and change in net unrealized gains on investments	(31,317)	(30,567)
Restricted contributions	(8,624)	(9,580)
Changes in assets and liabilities		
Patient accounts receivable, net	(45,795)	(36,478)
Prepaid expenses and other current assets	(1,011)	4,495
Other assets, net	(9,779)	(1,998)
Accounts payable and accrued expenses	(9,440)	(9,062)
Accrued compensation and related benefits	11,693	408
Estimated third-party settlements	(903)	(105)
Insurance deposits and related liabilities	(12,257)	2,163
Liability for pension and other postretirement benefits	(158,209)	14,859
Net cash (used) provided by operating and nonoperating activities	<u>(103,948)</u>	<u>47,327</u>
Cash flows from investing activities:		
Purchase of property, plant, and equipment	(52,438)	(51,774)
Change in assets limited as to use - held by trustee	(4,820)	(19,298)
Purchases of investments	(264,794)	(88,599)
Proceeds from maturities and sales of investments	265,867	112,508
Net cash used by investing activities	<u>(56,185)</u>	<u>(47,163)</u>
Cash flows from financing activities:		
Proceeds from line of credit	20,000	30,000
Payments on line of credit	(20,000)	(30,000)
Repayment of long-term debt	(127,406)	(1,012)
Proceeds from issuance of debt	266,170	-
Payment of debt issuance costs	(520)	-
Restricted contributions	8,624	9,580
Net cash provided by financing activities	<u>146,868</u>	<u>8,568</u>
(Decrease) increase in cash and cash equivalents	(13,265)	8,732
Cash and cash equivalents:		
Beginning of year	59,510	50,778
End of year	<u>\$ 46,245</u>	<u>\$ 59,510</u>
Supplemental cash flow information:		
Interest paid	\$ 24,784	\$ 10,904
Construction in progress amounts included in accounts payable and accrued expenses	14,670	6,230
Equipment acquired through issuance of capital lease obligations	212	150

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

Dartmouth-Hitchcock and Subsidiaries

Combined Notes to Financial Statements

Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

1. Organization and Reporting Entity

Dartmouth-Hitchcock and Subsidiaries is comprised of the following entities:

- Mary Hitchcock Memorial Hospital (the Hospital), an acute and tertiary care teaching hospital located in Lebanon, NH.
- Dartmouth-Hitchcock Clinic (the Clinic) and Subsidiaries, a multispecialty physician practice group which operates clinics throughout New Hampshire (NH) and Vermont (VT), provides, among other things, medical services to patients, medical education, and research. The Clinic is also the sole corporate member of The Hitchcock Foundation (THF), an organization established to provide financial aid to research and general health programs. The accompanying combined financial statements include the accounts of THF and the Clinic's wholly owned for profit subsidiary Pompanoosuc Investment Corporation, majority-owned Hamden Assurance Company Limited (HAC), majority owned Hamden Assurance Risk Retention Group, Inc. (RRG) (Note 13) and board controlled Dartmouth-Hitchcock Medical Center (DHMC).

The Clinic has entered into various contractual arrangements with community hospitals located in Keene, Concord, Manchester, and Nashua, NH in which the Clinic has existing community practice sites. These arrangements attempt to integrate and/or coordinate hospital and physician operations clinically and administratively within these communities (Note 2).

Dartmouth-Hitchcock (D-H) is comprised of the Clinic and the Hospital.

- DHMC is organized under New Hampshire law for the exploration and coordination of matters of mutual interest to D-H, Geisel School of Medicine at Dartmouth (Geisel), a component of Dartmouth College, and the Veteran's Affairs Medical and Regional Office Center (VA) of White River Junction, Vermont.

These organizations are not-for-profit organizations, as described in Section 501(c)(3) of the Internal Revenue Code (IRC) and are exempt from Federal income taxes on related income pursuant to Section 501(a) of the IRC with the exception of the Clinic's wholly owned for-profit subsidiary.

During 2012 the Clinic and Hospital Boards approved a fiscal year end change from September 30 to June 30, effective with the nine month period ended June 30, 2012.

Dartmouth-Hitchcock Health (D-HH), a non-profit NH corporation under Section 501(c)(3) of the IRC, is the sole member of both the Hospital and Clinic and as such holds certain reserved powers over the activities of both entities. D-HH is not included in the combined financial statements of Dartmouth-Hitchcock and Subsidiaries due to the relative immateriality of D-HH to the combined entity. The historical operational integration of the Clinic and Hospital is supported by an affiliation agreement.

Dartmouth-Hitchcock and Subsidiaries

Combined Notes to Financial Statements

Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

2. Affiliated Entities

Affiliated entities include the following:

New England Alliance for Health (NEAH)

NEAH is a NH limited liability company, which is owned and managed by the Hospital. NEAH provides, on a contract basis, a range of consulting, group purchasing and other services to its members throughout NH and VT.

Other Regional Relationships

- D-H's Keene community practice and The Cheshire Medical Center, Keene's community hospital, operate collectively under a Partnership Agreement effective October 1, 1998. This agreement substantially integrates many hospital and physician operations clinically, administratively, and financially while maintaining the independent legal structure of each organization. Pursuant to this agreement, the Clinic recorded approximately \$1,751,000 and \$3,100,000, classified as other operating revenue in the accompanying combined statements of operations and changes in net assets in the year ended June 30, 2013 and nine months ended June 30, 2012, respectively. A NH non-profit Joint Coordinating Company and Coordinating Board, consisting of 19 board members, has been delegated certain responsibilities to develop and recommend strategic plans, budgets, and community health initiatives. The purpose of the partnership is to improve the planning, delivery, and integration of healthcare services to benefit the greater Keene community.
- D-H and subsidiaries of Concord Hospital (CRHC/DHC, Inc.), Catholic Medical Center (Alliance Health Services), an affiliate of St. Joseph's Hospital (D-H Family Medicine Nashua, Inc.), and Southwestern Vermont Medical Center (SVMC) entered into Professional Services Agreements (PSAs), pursuant to which these facilities purchase, with certain limited exceptions, the services of all personnel employed by D-H at its Concord, NH Division, two Bedford, NH locations, its Nashua, NH satellite locations, and at SVMC located at Bennington, VT to provide healthcare services to the related communities. The payment amount for the professional services of D-H's personnel are based on fair market value considerations and are not directly or indirectly related to the volume or value of referrals or admissions, in accordance with governing law. Through the PSAs, D-H and the parties identified above provide coordination of patient care in the community and facilitate the recruitment of new and needed physicians without unnecessary duplication of services, and serve as a platform for future discussions between the parties to explore additional collaborative programs. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying combined statements of operations and changes in net assets.

The combined financial statements of D-H do not include the accounts of the Clinic's regional affiliations.

Dartmouth-Hitchcock and Subsidiaries

Combined Notes to Financial Statements

Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

3. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954 *Healthcare Entities* (ASC 954), which addresses the accounting for healthcare entities. In accordance with the provisions of ASC 954, net assets and revenue, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, unrestricted net assets are amounts not subject to donor-imposed stipulations and are available for operations. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon combination.

D-H controls the governing board of DHMC and as such DHMC was combined into the D-H and Subsidiaries financial statements in 2013. During 2013, D-H identified that DHMC should be combined into the D-H and Subsidiaries financial statements. The combination of DHMC resulted in increases in assets of approximately \$4,000,000, liabilities of \$600,000, and net assets of \$3,400,000. DHMC consolidated revenues and expenses net of eliminations were \$2,300,000.

Use of Estimates

The preparation of the combined financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant areas that are affected by the use of estimates include the allowance for estimated uncollectible accounts, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results could differ from those estimates.

Excess of Revenue over Expenses

The combined statements of operations and changes in net assets include excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on unrestricted investments, which are utilized to provide charity and other operational support. Peripheral activities, including realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as nonoperating gains (losses).

Changes in unrestricted net assets which are excluded from excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets), change in funded status of pension and other postretirement benefit plans, and the effective portion of the change in fair value of interest rate swaps.

Charity Care and Provision for Bad Debts

D-H provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because D-H does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.

Dartmouth-Hitchcock and Subsidiaries

Combined Notes to Financial Statements

Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

D-H grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. Additions to the allowance for uncollectible accounts are made by means of the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance and subsequent recoveries are added. The amount of the provision for bad debts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 4 and 5).

Net Patient Service Revenue

Net patient service revenue is reported at the estimated net realizable amounts from patients, third party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and bad debt. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 5).

Cash Equivalents

Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors. As more fully discussed in Note 8, cash equivalents available for operating purposes are recorded at fair value using a Level 1 measurement.

Investments and Investment Income

Investments in equity securities with readily determinable fair values, mutual funds and all investments in debt securities are considered to be trading securities reported at fair value with changes in fair value included in the excess of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 8).

Investments in pooled/commingled investment funds that represent investments where D-H owns shares or units of pooled funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in excess of revenues over expenses. All investments, whether held at fair value or under the equity method of accounting, are reported at what D-H believes to be the amount that D-H would expect to receive if it liquidated its investments at the balance sheet date on a non-distressed basis.

D-H and THF, a subsidiary of the Clinic, are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. THF joined the partnership effective November 1, 2011. The Hospital has been designated to serve as the managing general partner and, in such capacity, has the authority to bind the partners and the partnership under the agreement. Substantially all of D-H's board-designated and restricted assets, and certain of THF's board-designated assets and restricted assets, were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on unrestricted investments, change in fair value of equity method investments, interest, and dividends) are included in excess of revenue over expenses classified as nonoperating gains and losses, unless the income or loss is restricted by donor or law (Note 10).

Dartmouth-Hitchcock and Subsidiaries

Combined Notes to Financial Statements

Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

Fair Value Measurement of Financial Instruments

D-H estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.

- Level 2 Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.

- Level 3 Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

D-H also applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to D-H's ability to redeem its investment.

The carrying amount of patient accounts receivable, prepaid and other current assets, accounts payable, and accrued expenses approximates fair value due to the short maturity of these instruments.

Property, Plant, and Equipment

Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair market value at the time of donation, less accumulated depreciation. D-H's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which are 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to ten years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the combined statements of operations and changes in net assets.

Dartmouth-Hitchcock and Subsidiaries
Combined Notes to Financial Statements
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

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

Bond Issuance Costs

Bond issuance costs, classified on the combined balance sheets as other assets, are amortized over the term of the related bonds. Amortization is recorded within depreciation and amortization in the combined statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

Derivative Instruments and Hedging Activities

D-H applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which requires that all derivative instruments be recorded at their respective fair value in the combined balance sheets.

On the date a derivative contract is entered into, D-H designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, D-H formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness. This process includes linking cash-flow hedges to specific assets and liabilities on the combined balance sheets or to specific firm commitments or forecasted transactions. D-H also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in variability of cash flows of hedged items. Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in unrestricted net assets until earnings are affected by the variability in cash flows of the designated hedged item. The ineffective portion of the change in fair value of a cash-flow hedge is reported in excess of revenue over expenses in the combined statements of operations and changes in net assets.

D-H discontinues hedge accounting prospectively when it is determined: (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item; (b) the derivative expires or is sold, terminated, or exercised; (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur; (d) a hedged firm commitment no longer meets the definition of a firm commitment; and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate.

In all situations in which hedge accounting is discontinued, D-H continues to carry the derivative at its fair value on the combined balance sheets and recognizes any subsequent changes in its fair value in excess of revenue over expenses.

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Gifts and Bequests

Unrestricted gifts and bequests are recorded net of related expenses as nonoperating gains. Conditional promises to give and indications of intentions to give to D-H are reported at fair market value at the date the gift is received. Gifts are reported as either temporarily or permanently restricted if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the combined statements of operations and changes in net assets as net assets released from restrictions.

Recently Issued Accounting Pronouncements

In August 2010, the FASB issued *Health Care Entities: Presentation of Insurance Claims and Related Insurance Recoveries* (ASU 2010-24), which provides that the net presentation of receivables for insurance recoveries and related claims liabilities is not permitted. D-H adopted the provisions of ASU 2010-24 during the nine months ended June 30, 2012. The adoption of this guidance did not have a material impact on the combined financial statements.

In August 2010, the FASB issued *Health Care Entities: Measuring Charity Care for Disclosure* (ASU 2010-23), which clarified the disclosure of charity care provided by healthcare organizations, providing that such disclosure should be measured using cost and that related reimbursements recorded should also be separately disclosed. D-H adopted the provisions of ASU 2010-23 during the nine months ended June 30 2012 (Note 4).

In July 2011, the FASB issued *Health Care Entities: Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts for Certain Health Care Entities* (ASU 2011-07), which requires certain healthcare entities to change the presentation of their statement of operations by reclassifying the provision for bad debts associated with patient service revenue from an operating expense to a deduction from net patient service revenue. Additionally those healthcare entities are required to provide enhanced disclosures about their policies for recognizing revenue and assessing bad debts. D-H adopted ASU 2011-07 and changed its reporting of the provision for bad debt during the nine months ended June 30, 2012 (Note 3).

4. Charity Care and Community Benefits

The mission of D-H is to advance health through research, education, clinical practice and community partnerships, providing each person the best care, in the right place, at the right time, every time.

Consistent with this mission, D-H provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. D-H actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, D-H also seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, D-H provides significant support for academic and research programs.

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D-H files an annual Community Benefit Report with the State of NH which outlines the community and charitable benefits it provides. The broad categories used in the Community Benefit Report to summarize these benefits are as follows:

- *Community health services* include activities carried out by D-H to improve community health and could include community health education (such as lectures, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).
- D-H provides both financial and nonfinancial support for *health professional education* in the form of undergraduate training, internships (clinical and nonclinical), residency education programs, scholarships, and continuing health professional education.
- *Subsidized health services* are services D-H provides even though there is a financial loss because they meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.
- D-H provides support for *research* and other grants representing costs in excess of awards for numerous health research and service initiatives awarded to D-H.
- D-H supports other community health-related initiatives outside of the organization through various *financial contributions* of cash, in-kind, and grants to local organizations.
- *Community-building activities* include cash, in-kind donations, and budgeted expenditures for the development of programs and partnerships intended to address social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement. Community benefit operations includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.
- *Charity care (financial assistance)* represents services provided to patients who cannot afford healthcare services due to inadequate financial resources which result from being uninsured or underinsured. For the year ended June 30, 2013 and nine months ended June 30, 2012, D-H provided financial assistance to patients in the amount of approximately \$53,931,000 and \$40,513,000, respectively, as measured by gross charges. The estimated cost of providing this care for the year ended June 30, 2013 was approximately \$22,212,000 and the actual cost of providing this care for the nine months ended June 30, 2012 was \$14,909,000. The estimated costs of providing charity care services are determined using a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of costs to charges is calculated using D-H's total expenses, less bad debt, divided by gross revenue. During the year, D-H received approximately \$132,800 in endowment income to help defray the costs of charity care.
- As part of *government-sponsored healthcare services*, D-H provides services to Medicaid and Medicare patients at reimbursement levels that are significantly below the cost of the care provided.

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- The *uncompensated cost of care for Medicaid* patients reported in the unaudited Community Benefits Report for 2012 was approximately \$81,577,000. The 2013 Community Benefits Report is expected to be filed in February 2014.
- The following table summarizes the value of the community benefit initiatives outlined in D-H's most recently filed Community Benefit Report for the nine month period ended June 30, 2012:

(Unaudited, in thousands of dollars)

Community health services	\$	3,606
Health professional education		22,268
Subsidized health services		4,256
Research		4,112
Financial contributions		7,885
Community building activities		392
Community benefit operations		62
Charity care		14,909
Government-sponsored health care services		81,577
Total community benefit value	\$	<u>139,067</u>

D-H also provides a significant amount of uncompensated care to its patients that are reported as provision for bad debts, which is not included in the amounts reported above. For the year ended June 30, 2013 and the nine months ended June 30, 2012, D-H reported a provision for bad debts of approximately \$40,042,000 and \$25,394,000, respectively. D-H also routinely provides services to Medicare patients at reimbursement levels that are below the costs of the care provided.

5. Patient Service Revenue and Accounts Receivable

Patient service revenue is reported net of contractual allowances and the provision for bad debt as follows for the year ended June 30, 2013 and nine months ended June 30, 2012:

<i>(in thousands of dollars)</i>	2013	2012
Gross patient service revenue	\$ 3,040,995	\$ 2,153,435
Less: Contractual allowances	1,827,422	1,264,946
Less: Provision for bad debt	<u>40,042</u>	<u>25,394</u>
Net patient service revenue	<u>\$ 1,173,531</u>	<u>\$ 863,095</u>

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of accounts receivable, D-H analyzes past collection history and identifies trends for several categories of self-pay accounts (uninsured, residual balances, pre-collection accounts and charity) to estimate the appropriate allowance percentages in establishing the allowance for bad debts. Management performs a collection rate look-back analysis on a quarterly basis to evaluate the sufficiency of the allowance for doubtful accounts. Throughout the year, D-H, after all reasonable collection efforts have been exhausted, will write off the difference between the standard rates and the amounts actually collected, including contractual adjustments and uninsured discounts, against the allowance for doubtful accounts. In addition to the review of the categories of revenue, management monitors the write offs against established allowances as of a

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point in time to determine the appropriateness of the underlying assumptions used in estimating the allowance for doubtful accounts.

Accounts receivable, prior to adjustment for doubtful accounts, are summarized as follows at June 30:

<i>(in thousands of dollars)</i>	2013	2012
Receivables		
Patients	\$ 110,103	\$ 109,413
Third-party payors	117,013	112,581
Nonpatient	1,859	969
	<u>\$ 228,975</u>	<u>\$ 222,963</u>

The allowance for doubtful accounts of \$57,844,000 and \$57,585,000 as of June 30, 2013 and 2012, respectively, is established to reserve for uncollectible amounts due primarily from patients.

The following table categorizes payors into five groups and their respective percentages of D-H's gross patient service revenue for the year ended June 30, 2013 and nine months ended June 30, 2012:

	2013	2012
Medicare	38 %	37 %
Anthem/Blue Cross	23	23
Commercial insurance	22	23
Medicaid	12	13
Self-pay/Other	5	4
	<u>100 %</u>	<u>100 %</u>

D-H has agreements with third-party payors that provide for payments at amounts different from D-H's established rates. A summary of the acute care payment arrangements in effect during the year ended June 30, 2013 and nine months ended June 30, 2012 with major third-party payors follows:

Inpatient acute care services provided to Medicare program beneficiaries are paid at prospectively determined rates-per-discharge. These rates vary according to a patient classification system that is based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system. Under the system, outpatient services are reimbursed based on a pre-determined amount for each outpatient procedure, subject to various mandated modifications. D-H is reimbursed during the year for services to Medicare beneficiaries based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subsequent audit of this report by the Medicare fiscal intermediary.

Payment for inpatient services rendered to NH Medicaid beneficiaries are based on a prospective payment system, while outpatient services are reimbursed on a retrospective cost basis or fee schedules. NH Medicaid Outpatient Direct Medical Education costs are reimbursed, as a pass-

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through, based on the filing of the Medicare cost report. Payment for inpatient and outpatient services rendered to VT Medicaid beneficiaries are based on prospective payment systems.

Inpatient services rendered to Anthem/Blue Cross subscribers and certain commercial insurers are paid at prospectively determined rates-per-discharge or a percentage of established charges. Outpatient services are reimbursed on a fee schedule or at a discount from established charges.

Nonacute and physician services are paid at various rates under different arrangements with governmental payors, commercial insurance carriers and health maintenance organizations. The basis for payments under these arrangements includes prospectively determined per visit rates, discounts from established charges, fee schedules, and reasonable cost subject to limitations.

D-H has provided for its estimated final settlements with all payors based upon applicable contracts and reimbursement legislation and timing in effect for all open years (2007-2012). The differences between the amounts provided and the actual final settlement, if any, is recorded as an adjustment to net patient service revenue as amounts become known or as years are no longer subject to audits, reviews and investigations. During 2013 and 2012, changes in estimates related to settlements with third-party payors resulted in increases of net patient service revenue of approximately \$3,050,000 and \$6,600,000, respectively, in the combined statements of operations and changes in net assets.

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

During the year ended June 30, 2013 and nine months ended June 30, 2012, D-H recorded State of NH Medicaid Enhancement Tax (MET) expense of \$38,261,000 and \$32,798,000, respectively. The tax is calculated at 5.5% of certain gross patient revenues in accordance with instructions received from the State of NH. The MET expense is included in operating expenses in the combined statements of operations and changes in net assets. D-H has filed amended returns to conform the calculation of gross patient service revenue to the federal definition as issued by the U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services (CMS) which generally supervises the federal aspects of the Medicaid program. The amended returns were settled in fiscal year 2013 resulting in a credit of \$2,051,000 to be offset against future tax payments.

D-H, as determined annually by NH, may qualify to receive a Medicaid Uncompensated Care Payment under their Disproportionate Share Program. The payments are included in unrestricted revenue and other support in the combined statements of operations and changes in net assets.

The Health Information Technology for Economic and Clinical Health (HITECH) Act included in the American Recovery and Reinvestment Act (ARRA) provides incentives for the adoption and use of health information technology by Medicare and Medicaid providers and eligible professionals over the next several years with an anticipated end date of December 31, 2016, depending on the program. CMS has published a final rule to define Stage 1 meaningful use of certified Electronic Health Record (EHR) technology and establish criteria for the incentive program. MHMH and DHC received \$13,713,000 in meaningful use incentives for both the Medicare and Vermont Medicaid programs during the year ended June 30, 2013. The Hospital and Physicians are currently in the CMS defined measurement period for Year 3 meaningful use which will also be measured using the same Stage 1 criteria. Meaningful Use revenue has been recognized as other operating

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revenue of approximately \$8,800,000 during the year ended June 30, 2013, and will be subject to audit by CMS. On September 4, 2012, CMS published a final rule to define Stage 2 meaningful use criteria with an implementation date of October 1, 2013 for the hospital and January 1, 2014 for the physicians.

6. Investments

The composition of investments at June 30 is set forth in the following table:

<i>(in thousands of dollars)</i>	2013	2012
Assets limited as to use		
Internally designated by board		
Cash and short-term investments	\$ 12,231	\$ 4,666
U.S. government securities	30,359	41,468
Domestic corporate debt securities	84,300	110,764
Global debt securities	95,728	42,993
Domestic equities	106,404	91,841
International equities	44,791	37,235
Emerging markets equities	17,876	16,432
Private equity funds	29,059	33,373
Hedge funds	38,555	39,481
Other	1,108	1,389
	<u>460,411</u>	<u>419,642</u>
Investments held by captive insurance companies (Note 13)		
Cash and short-term investments	-	3,120
U.S. government securities	43,508	20,687
Domestic corporate debt securities	36,790	57,716
Domestic equities	17,261	14,497
	<u>97,559</u>	<u>96,020</u>
Held by trustee under indenture agreement (Note 11)		
Cash and short-term investments	496	5,316
	<u>496</u>	<u>5,316</u>
Total assets limited as to use	<u>\$ 558,466</u>	<u>\$ 520,978</u>

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<i>(in thousands of dollars)</i>	2013	2012
Other investments for restricted activities		
Cash and short-term investments	\$ 4,093	\$ 5,083
U.S. government securities	9,279	6,521
Domestic corporate debt securities	32,961	42,574
Global debt securities	15,583	9,635
Domestic equities	16,621	15,321
International equities	6,495	5,941
Emerging markets equities	2,675	2,754
Private equity funds	3,953	5,179
Hedge funds	5,245	6,127
Other	182	147
	<hr/>	<hr/>
Total other investments for restricted activities	\$ 97,087	\$ 99,282

Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used when D-H directly owns debt securities or equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when D-H invests in pooled/commingled investment funds that represent investments where D-H owns shares or units of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what D-H believes to be the amount that D-H would expect to receive if it liquidated its investments at the balance sheet date on a non-distressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2013 and 2012. Accounting standards require D-H to disclose additional information for those securities accounted for using the fair value method, as shown in Note 8.

<i>(in thousands of dollars)</i>	2013		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 16,806	\$ 14	\$ 16,820
U.S. government securities	83,146	-	83,146
Domestic corporate debt securities	115,423	38,628	154,051
Global debt securities	52,518	58,793	111,311
Domestic equities	125,563	14,723	140,286
International equities	403	50,884	51,287
Emerging markets equities	243	20,308	20,551
Private equity funds	-	33,012	33,012
Hedge funds	-	43,800	43,800
Other	1,289	-	1,289
	<hr/>	<hr/>	<hr/>
	\$ 395,391	\$ 260,162	\$ 655,553

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<i>(in thousands of dollars)</i>	2012		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 18,185	\$ -	\$ 18,185
U.S. government securities	68,676	-	68,676
Domestic corporate debt securities	211,054	-	211,054
Global debt securities	29,620	23,008	52,628
Domestic equities	74,013	47,646	121,659
International equities	163	43,013	43,176
Emerging markets equities	205	18,981	19,186
Private equity funds	-	38,552	38,552
Hedge funds	-	45,608	45,608
Other	1,536	-	1,536
	<u>\$ 403,452</u>	<u>\$ 216,808</u>	<u>\$ 620,260</u>

Investment income (losses) are comprised of the following for the year ended June 30, 2013 and nine months ended June 30, 2012:

<i>(in thousands of dollars)</i>	2013	2012
Unrestricted		
Interest and dividend income, and other	\$ 9,496	\$ 8,966
Net realized gains on sales of securities	26,143	5,769
Change in net unrealized gains on investments	5,173	21,870
Interest expense (Note 11)	<u>(3,750)</u>	<u>(2,850)</u>
	<u>37,062</u>	<u>33,755</u>
Temporarily restricted		
Interest and dividend income, net	\$ (143)	\$ 768
Net realized (losses) gains on sales of securities	(550)	992
Change in net unrealized gains on investments	551	1,936
	<u>(142)</u>	<u>3,696</u>
	<u>\$ 36,920</u>	<u>\$ 37,451</u>

For the year ended June 30, 2013 and nine months ended June 30, 2012, investment income (losses) is reflected in the accompanying combined statements of operations and changes in net assets as operating revenue of approximately \$3,131,000 and \$1,724,000 and as nonoperating gains (losses) of approximately \$33,931,000 and \$32,031,000, respectively.

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Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of D-H to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreements expire. Under the terms of these agreements, D-H has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2013 and 2012, D-H has committed to contribute approximately \$62,783,000 and \$58,033,000 to such funds, of which D-H has contributed approximately \$52,711,000 and \$48,224,000 and has outstanding commitments of \$10,072,000 and \$9,809,000, respectively.

7. Property, Plant, and Equipment

Property, plant, and equipment are summarized as follows at June 30:

<i>(in thousands of dollars)</i>	2013	2012
Land	\$ 25,427	\$ 22,527
Land improvements	27,554	23,720
Buildings and improvements	568,508	523,641
Equipment	440,122	413,262
Equipment under capital leases	9,982	9,769
	<u>1,071,593</u>	<u>992,919</u>
Less: Accumulated depreciation and amortization	635,216	581,477
Total depreciable assets, net	436,377	411,442
Construction in progress	21,258	33,156
	<u>\$ 457,635</u>	<u>\$ 444,598</u>

As of June 30, 2013 construction in progress primarily consists of the construction of the Advanced Surgery Center and the Williamson Research building in Lebanon, NH. Estimated costs to complete these projects are \$19,400,000 at June 30, 2013.

Depreciation and amortization expense included in operating and nonoperating activities was approximately \$53,907,000 and \$39,584,000 for 2013 and 2012, respectively.

8. Fair Value Measurements

The following is a description of the valuation methodologies used by D-H for its assets and liabilities measured at fair value on a recurring basis:

Cash and short-term investments: Consists of money market funds and are valued at NAV reported by the financial institution.

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Domestic, emerging markets and international equities: Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

U.S. government securities, domestic corporate and global debt securities: Consists of D-H's directly owned U.S. government securities, domestic corporate and global debt securities and D-H's investment in mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities owned directly by D-H are valued based on quoted market prices or dealer quotes where available (Level 1 measurements). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

Interest rate swaps: The fair value of interest rate swaps, are determined using the present value of the fixed and floating legs of the swaps. Each series of cash flows are discounted by observable market interest rate curves and credit risk.

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although D-H believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth D-H's combined financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30.

<i>(in thousands of dollars)</i>	2013				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Investments						
Cash and short term investments	\$ 16,751	\$ 55	\$ -	\$ 16,806	Daily	1
U.S. government securities	83,146	-	-	83,146	Daily	1
Domestic corporate debt securities	39,176	76,247	-	115,423	Daily-Monthly	1-15
Global debt securities	47,572	4,946	-	52,518	Daily-Monthly	1-15
Domestic equities	125,563	-	-	125,563	Daily-Monthly	1-10
International equities	403	-	-	403	Daily-Monthly	1-11
Emerging market equities	243	-	-	243	Daily-Monthly	1-7
Other	-	1,289	-	1,289	Not applicable	Not applicable
	<u>\$ 312,854</u>	<u>\$ 82,537</u>	<u>\$ -</u>	<u>\$ 395,391</u>		
Interest rate swaps	\$ -	\$ 22,285	\$ -	\$ 22,285	Not applicable	Not applicable

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<i>(in thousands of dollars)</i>	2012				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
Investments						
Cash and short term investments	\$ 18,185	\$ -	\$ -	\$ 18,185	Daily	1
U.S. government securities	68,676	-	-	68,676	Daily	1
Domestic corporate debt securities	109,835	101,219	-	211,054	Daily-Monthly	1-15
Global debt securities	23,728	5,892	-	29,620	Daily-Monthly	1-15
Domestic equities	74,013	-	-	74,013	Daily-Monthly	1-10
International equities	163	-	-	163	Daily-Monthly	1-11
Emerging market equities	205	-	-	205	Daily-Monthly	1-7
Other	-	1,536	-	1,536	Not applicable	Not applicable
	<u>\$ 294,805</u>	<u>\$ 108,647</u>	<u>\$ -</u>	<u>\$ 403,452</u>		
Interest rate swaps	\$ -	\$ 29,006	\$ -	\$ 29,006	Not applicable	Not applicable

There were no transfers into and out of Level 1 and Level 2 measurements due to changes in valuation methodologies during the year ended June 30, 2013 and nine months ended June 30, 2012.

9. Temporarily and Permanently Restricted Net Assets

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

<i>(in thousands of dollars)</i>	2013	2012
Healthcare services	\$ 17,158	\$ 17,454
Research	23,558	29,049
Purchase of equipment	1,953	3,833
Charity care	1,330	1,420
Health education	8,698	9,029
Other	1,550	1,064
	<u>\$ 54,247</u>	<u>\$ 61,849</u>

Permanently restricted net assets consist of the following at June 30:

<i>(in thousands of dollars)</i>	2013	2012
Healthcare services	\$ 11,864	\$ 11,841
Research	3,253	2,770
Purchase of equipment	4,686	4,686
Charity care	2,566	2,443
Health education	8,886	9,269
	<u>\$ 31,255</u>	<u>\$ 31,009</u>

Income earned on permanently restricted net assets is available for these purposes.

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10. Board Designated and Endowment Funds

D-H's net assets include approximately 50 individual funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH *Uniform Prudent Management of Institutional Funds Act (UPMIFA or Act)* for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. D-H classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

Unrestricted net assets include D-H funds designated by the Board of Trustees to function as endowments and the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Temporarily restricted net assets include funds appropriated for expenditure pursuant to D-H endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the temporary restrictions on these funds have been met, the funds are reclassified to unrestricted net assets.

In accordance with the Act, D-H considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and D-H's investment policies.

D-H has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. D-H targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The D-H Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

D-H, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2013 and 2012.

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Endowment net asset composition by type of fund consists of the following at June 30:

	2013			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<i>(in thousands of dollars)</i>				
Donor-restricted endowment funds	\$ -	\$ 11,672	\$ 31,255	\$ 42,927
Board-designated endowment funds	19,304	-	-	19,304
Total endowed net assets	<u>\$ 19,304</u>	<u>\$ 11,672</u>	<u>\$ 31,255</u>	<u>\$ 62,231</u>

	2012			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<i>(in thousands of dollars)</i>				
Donor-restricted endowment funds	\$ -	\$ 13,091	\$ 31,009	\$ 44,100
Board-designated endowment funds	19,965	-	-	19,965
Total endowed net assets	<u>\$ 19,965</u>	<u>\$ 13,091</u>	<u>\$ 31,009</u>	<u>\$ 64,065</u>

Changes in endowment net assets for the year ended June 30, 2013 and nine months ended June 30, 2012:

	2013			
	Board - Designated	Temporarily Restricted	Permanently Restricted	Total
<i>(in thousands of dollars)</i>				
Balances at beginning of year	\$ 19,965	\$ 13,091	\$ 31,009	\$ 64,065
Net investment return	767	(134)	-	633
Contributions	-	1	186	187
Transfers	-	114	60	174
Release of appropriated funds	(1,428)	(1,400)	-	(2,828)
Balances at end of year	<u>\$ 19,304</u>	<u>\$ 11,672</u>	<u>\$ 31,255</u>	<u>\$ 62,231</u>

	2012			
	Board - Designated	Temporarily Restricted	Permanently Restricted	Total
<i>(in thousands of dollars)</i>				
Balances at beginning of year	\$ 19,354	\$ 10,823	\$ 30,988	\$ 61,165
Net investment return	191	3,247	-	3,438
Contributions	-	11	21	32
Transfers	450	-	-	450
Release of appropriated funds	(30)	(990)	-	(1,020)
Balances at end of year	<u>\$ 19,965</u>	<u>\$ 13,091</u>	<u>\$ 31,009</u>	<u>\$ 64,065</u>

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11. Indebtedness

Long-Term Debt

A summary of long-term debt at June 30 follows:

<i>(in thousands of dollars)</i>	2013	2012
Variable rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2011, principal maturing in varying annual amounts, through August 2031 (3)	\$ 96,625	\$ 99,702
Fixed rate issues		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2012A, principal maturing in varying annual amounts, through August 2031 (2)	75,000	-
Series 2012B, principal maturing in varying annual amounts, through August 2031 (2)	41,170	-
Series 2010, principal maturing in varying annual amounts, through August 2040 (4)	75,000	75,000
Series 2009, principal maturing in varying annual amounts, through August 2038 (5)	120,420	125,435
Series 2002, principal maturing in varying annual amounts, through August 2031 (6)	-	115,930
Other		
Series 2012, principal maturing in varying annual amounts, through July 2019 (1)	148,000	-
Obligations under capital leases	1,313	2,485
	<u>557,528</u>	<u>418,552</u>
Less		
Original issue discount, net	1,440	1,166
Current portion	11,963	9,675
	<u>\$ 544,125</u>	<u>\$ 407,711</u>

The Hospital established the Obligated Group in 1993 for the original purpose of issuing bonds financed through the New Hampshire Health and Education Facilities Authority (NHHEFA or the Authority). In subsequent years, Central Vermont Medical Center (CVMC), Cooley Dickinson Hospital, Inc. (CDH), and the Clinic joined the Hospital as members of the Obligated Group in connection with the issuance of facility-specific revenue bonds. Effective November 1, 2011, CVMC formally withdrew from the Obligated Group. Effective August 1, 2013, CDH formally withdrew from the Obligated Group.

Revenue Bonds issued by members of the Obligated Group are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the Obligated Group under certain conditions. The notes constitute a joint and several obligation of the members of the Obligated Group (and any other future members of the Obligated Group) and are equally and ratably collateralized by a pledge of the members'

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gross receipts. Payment of principal and interest due on the Series 2002 Bonds were collateralized with a commercial bond insurer. The series 2002 bonds were advance refunded in November 2012. The Obligated Group is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive of which are the Maximum Annual Debt Service Coverage Ratio (1.10x) and the Days Cash on Hand Ratio (> 75 days).

Outstanding revenue bonds as of June 30, 2013 and 2012 include:

- 1 Series 2012 Revenue Bonds**
The Hospital and the Clinic, through the Obligated Group, issued NHHEFA Revenue Bonds, Series 2012, in July 2012. The proceeds from the Series 2012 Revenue Bonds were used to prefund the D-H defined benefit pension plan. Interest on the Series 2012 Revenue bonds accrues at a fixed rate of 2.47% and matures at various dates through 2019.
- 2 Series 2012A and 2012B Revenue Bonds**
The Hospital, through the Obligated Group, issued NHHEFA Revenue Bonds, Series 2012A and Series 2012B in November 2012. The proceeds from the Series 2012A and 2012B were used to advance refund the Series 2002 Revenue Bonds and to cover cost of issuance. The advance refunding of the Series 2002 Revenue Bonds resulted in a loss of \$3,500,000, recognized in the accompanying combined statement operations and changes in net assets for the year ended June 30, 2013. Interest on the 2012A Revenue Bonds is fixed with an interest rate of 2.29% and matures at various dates through 2031. Interest on the Series 2012B Revenue Bonds is fixed with an interest rate of 2.33% and matures at various dates through 2031.
- 3 Series 2011 Revenue Bonds**
The Hospital, through the Obligated Group, issued NHHEFA Revenue Bonds, Series 2011 in August 2011. The proceeds from the Series 2011 Revenue Bonds were used to advance refund the Series 2001A Revenue Bonds and associated cost of issuance and related release of 2001A debt service funds totaling approximately \$8.4 million. The advance refunding of the Series 2001A Revenue Bonds resulted in a loss of \$1,698,000, recognized in the combined statement of operations and changes in net assets during the year ended September 30, 2011. The Series 2011 Revenue Bonds accrue interest variably and mature at various dates through 2031 based on the one-month London Interbank Offered Rate (LIBOR). The variable rate as of June 30, 2013 and 2012 was 1.04% and 1.08%, respectively. The Series 2011 Bonds are callable by the bank upon the end of seven years or may be renegotiated at that time.
- 4 Series 2010 Revenue Bonds**
The Hospital, through the Obligated Group, issued NHHEFA Revenue Bonds, Series 2010, in June 2010. The proceeds from the Series 2010 Revenue Bonds were used to construct a 140,000 square foot ambulatory care facility in Nashua, NH as well as various equipment and to cover cost of issuance. Interest on the bonds accrue at a fixed rate of 5.00% and mature at various dates through August 2040.
- 5 Series 2009 Revenue Bonds**
The Hospital, through the Obligated Group, issued NHHEFA Revenue Bonds, Series 2009, in August 2009. The proceeds from the Series 2009 Revenue Bonds were used to advance refund the Series 2008 Revenue Bonds and cover cost of issuance. Interest on the Series 2009 Revenue Bonds accrue at varying fixed rates between 3.00% and 6.00% and mature at various dates through August 2038.

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6 Series 2002 Revenue Bonds

The Hospital, through the Obligated Group, issued NHHEFA Revenue Bonds, Series 2002 in February 2002. The proceeds were used to finance a significant expansion of the D-H facilities. The Series 2002 Bonds bear interest at 5.35% and were due to mature at various dates through August 2031. The Series 2002 Revenue Bonds were advance refunded in November 2012.

Aggregate annual principal payments required under D-H revenue bond agreements and capital lease obligations for the next five years and thereafter ending June 30 are as follows:

(in thousands of dollars)

2014	\$	11,963
2015		12,355
2016		14,773
2017		15,187
2018		15,697
Thereafter		<u>487,553</u>
	\$	<u>557,528</u>

Outstanding joint and several indebtedness of the Obligated Group at June 30, 2013 and 2012 approximates \$616,000,000 and \$480,000,000, respectively.

The Master Trust Indenture requires that members of the Obligated Group establish certain debt service funds with the proceeds of the bonds, including the maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately \$496,000 and \$5,316,000 at June 30, 2013 and 2012, respectively, are classified as assets limited as to use in the accompanying combined balance sheets. The decrease of trustee held funds in 2012 is a result of the continued construction of the Nashua Medical Staff Office Building and the release of debt service reserve funds associated with the Series 2001A refunded bonds.

For the year ended June 30, 2013 and nine months ended June 30, 2012, interest expense on long term debt is reflected in the accompanying combined statements of operations and changes in net assets as operating expense of approximately \$19,243,000 and \$12,614,000 and as a reduction of investment income of \$3,750,000 and \$2,850,000, respectively.

The estimated fair value of D-H's long-term debt as of June 30, 2013 and 2012 was approximately \$561,000,000 and \$430,510,000, respectively, which was determined by discounting the future cash flows of each instrument at rates that reflect rates currently observed in publicly traded debt markets for debt of similar terms to organizations with comparable credit risk.

Swap Agreements

D-H is subject to market risks such as changes in interest rates that arise from normal business operation. D-H regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks. D-H has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes.

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In connection with the issuance of the Series 2001A Bonds, D-H entered into an interest rate swap agreement (Fixed Payor Swap), with a notional amount of \$118,780,000, as a hedge against the variability of cash flows associated with its variable rate Series 2001A Bonds. The interest rate swap agreement matures August 31, 2031. The interest rate swap agreement effectively fixed the interest rate on the Series 2001A Bonds at 4.56%. As a result of the credit market disruptions in the autumn of 2008, the counterparty to the Fixed Payor Swap exercised its option to apply the Securities Industry and Financial Markets Association (SIFMA) rate index through August 1, 2011 for purposes of calculating the interest to be received under the Fixed Payor Swap. The SIFMA rate index replaced the previous method of using the rate of interest on the Series 2001A Bonds. Effective August 1, 2011 and through the maturity of the agreement, the interest to be received under the Fixed Payor Swap is based on the LIBOR index.

In connection with the advance refunding of the Series 2001A Revenue Bonds through the issuance of the Series 2011 Revenue Bonds, D-H also amended the Fixed Payor Swap resulting in a partial redemption of approximately \$4,068,000 and a re-designation as a cashflow hedge of the Series 2011 Revenue Bonds, effective September 1, 2011. The notional amount of the amended Fixed Payor Swap is \$91,040,000. The amended Fixed Payor Swap effectively fixes the interest rate on the Series 2011 Revenue Bonds at 4.56%.

At June 30, 2013 and June 30, 2012, D-H recorded a liability for the fair value of the interest rate swap agreement of approximately \$22,285,000 and \$29,006,000, respectively. The effective portion of the change in market value of the Fixed Payor Swap is reflected as an adjustment to unrestricted net assets in the combined statements of operations and changes in net assets and any ineffective portion of the hedge relationship is recognized through excess of revenue over expenses. For the year ended June 30, 2013 and nine months ended June 30, 2012, there was no material impact on operations due to hedge ineffectiveness.

The obligation of D-H to make payments on its bonds with respect to interest is in no way conditional upon D-H's receipt of payments from the interest rate swap agreement counterparty.

12. Employee Benefits

Defined Benefit Plan

Employees of D-H who were employed or offered employment prior to February 9, 2006, and who met certain age and service requirements were covered by one of two defined benefit pension plans. The benefits are based on years of service and the employee's average compensation. Contributions are intended to provide not only for benefits attributed to service to date, but also for those expected to be earned in the future. Effective December 31, 2011 D-H administratively merged the two defined benefit plans. The merging of the plans did not change the benefits available under the previously existing plans.

On March 14, 2013, the D-H Board of Trustees approved the enactment of a five-year delayed freeze of the defined benefit plan. After December 31, 2017 participants will no longer earn benefits under the defined benefit plan, and will transition to the defined contribution plan. The Board also approved the elimination of the transition payments associated with the 2006 choice program after December 31, 2017.

In addition, D-H began a process to settle the obligations of the defined benefit pension plan through a bulk lump sum distribution and purchase of annuity contracts to settle a portion of the benefit obligations due to retirees. The annuity purchase process will follow broad guidelines established by the Department of Labor ("DOL") and will continue over five years.

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The Dartmouth-Hitchcock Pension Group Trust (the Group Trust) was established for the purpose of operating a master investment program of defined benefit pension investments. Substantially all of the Hospital's and Clinic's defined benefit pension assets were invested in the Group Trust by purchasing units based on the market value of the Group Trust funds at the end of the month prior to receipt of any additions to the funds. Investment income earned on the Group Trust funds was allocated monthly based on the weighted average units outstanding at month-end. Realized gains and losses on sales of securities were allocated based on the number of units outstanding at the previous month-end. As a result of the merger of the two defined benefit plans the Group Trust was dissolved effective December 31, 2011, and all assets are now held by the Plan and Master Trust.

In addition to the defined benefit pension plans, D-H established the Dartmouth-Hitchcock Retirement Program in 2006. The Dartmouth-Hitchcock Retirement Program consists of three components, all defined contribution in nature: an employer-sponsored 403(b) pre-tax program, an employer-sponsored 401(a) plan, and a nonqualified supplemental retirement program. Under the Dartmouth-Hitchcock Retirement Program, D-H has allowed certain employees of the Clinic and Hospital to continue to earn benefit service in the defined benefit pension plan, provided that they met certain criteria. Other employees, comprised of employees (1) who received an offer of employment on or after February 9, 2006, (2) who have not been eligible to participate in or accrue benefits under the defined benefit pension plans, and (3) who have made the choice to irrevocably elect to participate in the new retirement program, are not eligible to earn benefit service in the defined benefit pension plans after December 31, 2006.

In addition to providing pension benefits, D-H sponsors postretirement healthcare plans for retired employees, and the Clinic provides postretirement life insurance benefits for retired employees.

Net periodic pension expense included in employee benefits in the combined statements of operations and changes in net assets is comprised of the components listed below for the year ended June 30, 2013 and nine months ended June 30, 2012:

<i>(in thousands of dollars)</i>	2013	2012
Service cost for benefits earned during the year	\$ 15,368	\$ 11,455
Interest cost on projected benefit obligation	43,818	32,543
Expected return on plan assets	(56,817)	(36,078)
Net amortization	25,535	14,855
Curtailments	370	-
	<u>\$ 28,274</u>	<u>\$ 22,775</u>

The following assumptions were used to determine net periodic pension expense:

	2013	2012
Weighted average discount rate	4.90 %	5.30 %
Rate of increase in compensation for next 12 months	Age Graded	0.00 %
Rate of increase in compensation beyond 12 months	Age Graded	2.00 %
Expected long-term rate of return on plan assets	7.75 %	8.25 %

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The following table sets forth the funded status and amounts recognized in D-H's combined financial statements for the above referenced defined benefit pension plans at June 30:

<i>(in thousands of dollars)</i>	2013	2012
Change in benefit obligation		
Benefit obligation at beginning of year	\$ 926,961	\$ 849,369
Service cost	15,368	11,455
Interest cost	43,818	32,543
Benefits paid	(30,398)	(42,167)
Actuarial (gain) loss	(54,031)	75,761
Curtailments	(31,281)	-
Settlements	(58,063)	-
Benefit obligation at end of year	<u>812,374</u>	<u>926,961</u>
Change in plan assets		
Fair value of plan assets at beginning of year	609,110	573,591
Actual return on plan assets	10,366	66,073
Benefits paid	(30,398)	(42,167)
Employer contributions	187,049	11,613
Settlements	(58,063)	-
Fair value of plan assets at end of year	<u>718,064</u>	<u>609,110</u>
Funded status of the plans	<u>(94,310)</u>	<u>(317,851)</u>
Liability for pension	<u>\$ (94,310)</u>	<u>\$ (317,851)</u>

For the year ended June 30, 2013 and nine months ended June 30, 2012, the liability for pension is included in the liability for pension and other postretirement plan benefits in the accompanying combined balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in unrestricted net assets are as follows:

<i>(in thousands of dollars)</i>	2013	2012
Net actuarial loss	\$ 291,203	\$ 355,185
Prior service cost	1,369	2,152
	<u>\$ 292,572</u>	<u>\$ 357,337</u>

The estimated amounts that will be amortized from unrestricted net assets into net periodic pension expense in 2014 are as follows:

<i>(in thousands of dollars)</i>	2013
Unrecognized prior service cost	\$ 380
Net actuarial loss	<u>17,284</u>
	<u>\$ 17,664</u>

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The accumulated benefit obligation for the defined benefit pension plan was approximately \$784,944,000 and \$854,615,000 at June 30, 2013 and 2012, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30:

	2013	2012
Weighted average discount rate	5.50 %	4.90 %
Rate of increase in compensation	Age Graded	Age Graded
Expected long-term rate of return on plan assets	7.75 %	8.25 %

The primary investment objective for the Plan assets is to support the Pension liabilities of the Pension Plan for Employees of Dartmouth-Hitchcock, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of plan liabilities. As of June 30, 2013, it is expected that the LDI strategy will hedge approximately 75% of the interest rate risk associated with the pension liabilities. To achieve these appreciation and hedging objectives, plan assets utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0-5 %	3 %
Domestic debt securities (non-Governmental)	20-58	42
International debt securities	6-26	10
Domestic equities	5-35	18
International equities	5-15	10
Emerging market equities	3-13	5
Private equity funds	0-5	0
Hedge funds	5-18	12

To the extent an asset class falls outside of its target range on a quarterly basis, D-H shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of the Hospital and Clinic, as Plan Sponsors, oversee the design, structure, and prudent professional management of the D-H Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and

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- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plan's assets are the same as outlined in Note 8. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. D-H Plans own interests in these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or Level 3, even though the underlying securities may not be difficult to value or may be readily marketable. The following table sets forth D-H Plans' investments that were accounted for at fair value as of June 30:

		2013					
<i>(in thousands of dollars)</i>		Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments							
Cash and short-term investments	\$	12,381	\$ 48,462	\$ -	\$ 60,843	Daily	1
Domestic debt securities		75,561	192,591	-	268,152	Daily-Monthly	1-15
Global debt securities		27,779	41,387	-	69,166	Daily-Monthly	1-15
Domestic equities		122,794	27,134	-	149,928	Daily-Monthly	1-10
International equities		-	77,286	-	77,286	Daily-Monthly	1-11
Emerging market equities		-	32,422	-	32,422	Daily-Monthly	1-17
Private equity funds		-	-	12,761	12,761	See Note 6	See Note 6
Hedge funds		-	21,057	26,449	47,506	Quarterly-Annual	60-96
	\$	<u>238,515</u>	<u>\$ 440,339</u>	<u>\$ 39,210</u>	<u>\$ 718,064</u>		
		2012					
<i>(in thousands of dollars)</i>		Level 1	Level 2	Level 3	Total	Redemption or Liquidation	Days' Notice
Investments							
Cash and short-term investments	\$	5,938	\$ -	\$ -	\$ 5,938	Daily	1
Domestic debt securities		62,117	141,645	-	203,762	Daily-Monthly	1-15
Global debt securities		28,197	40,885	-	69,082	Daily-Monthly	1-15
Domestic equities		70,186	61,061	-	131,247	Daily-Monthly	1-10
International equities		-	65,170	-	65,170	Daily-Monthly	
Emerging market equities		-	30,402	-	30,402	Daily-Monthly	1-17
Private equity funds		-	-	16,243	16,243	See Note 6	See Note 6
Hedge funds		-	18,639	68,627	87,266	Quarterly-Annual	60-96
	\$	<u>166,438</u>	<u>\$ 357,802</u>	<u>\$ 84,870</u>	<u>\$ 609,110</u>		

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The following table presents additional information about the changes in Level 3 assets measured at fair value for the year ended June 30, 2013 and nine months ended June 30, 2012:

<i>(in thousands of dollars)</i>	2013		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 68,627	\$ 16,243	\$ 84,870
Purchases	-	12	12
Sales	(47,314)	(4,384)	(51,698)
Net realized (losses) gains	(5,747)	621	(5,126)
Net unrealized gains	10,883	269	11,152
Balances at end of year	\$ 26,449	\$ 12,761	\$ 39,210

<i>(in thousands of dollars)</i>	2012		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 58,976	\$ 16,203	\$ 75,179
Purchases	-	6	6
Sales	-	(603)	(603)
Net realized gains	-	71	71
Net unrealized gains	9,651	566	10,217
Balances at end of year	\$ 68,627	\$ 16,243	\$ 84,870

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2013 and 2012 were approximately \$5,474,000 and (\$5,678,000), respectively.

There were no transfers into and out of Level 1 and Level 2 measurements due to changes in valuation methodologies during the year ended June 30, 2013 and nine months ended June 30, 2012.

The weighted average asset allocation for the D-H Plans at June 30 by asset category is as follows:

	2013	2012
Cash and short-term investments	8 %	1 %
Domestic debt securities (non-Governmental)	37	33
Global debt securities	10	11
Domestic equities	21	22
International equities	11	11
Emerging market equities	4	5
Private equity funds	2	3
Hedge funds	7	14
	<u>100 %</u>	<u>100 %</u>

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The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.15% per annum.

D-H is expected to contribute approximately \$37,000,000 to the Plans in 2014.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30, 2014 and thereafter:

<i>(in thousands of dollars)</i>	Pension Plans
2014	\$ 29,867
2015	31,996
2016	34,302
2017	36,781
2018	39,608
2019-2023	242,234

Defined Contribution Plan

The Dartmouth-Hitchcock Retirement Plan is an employer-sponsored 401(a) plan, under which D-H makes base, transition, and match contributions based on specified percentages of compensation and employee deferrals. The 401(a) plan includes a discretionary match provision. The discretionary match contributions paid during the year ended June 30, 2013 and the nine months ended June 30, 2012 were \$2,784,000 and \$0, respectively. Total employer contributions to the plan of \$26,763,000 and \$20,992,000 in 2013 and 2012, respectively, are included in employee benefits in the accompanying combined statements of operations and changes in net assets.

Postretirement Medical and Life Benefits

D-H has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical and life insurance benefits to certain retired employees of D-H who meet age and years of service requirements. The plans are not funded.

Net periodic postretirement medical and life benefit cost is comprised of the components listed below for the year ended June 30, 2013 and nine months ended June 30, 2012:

<i>(in thousands of dollars)</i>	2013	2012
Service cost	\$ 1,656	\$ 1,642
Interest cost	4,181	3,990
Amortization of net transition asset	25	20
Amortization of net loss	489	1,147
	<u>\$ 6,351</u>	<u>\$ 6,799</u>

Dartmouth-Hitchcock and Subsidiaries
Combined Notes to Financial Statements
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in D-H's combined financial statements at June 30:

<i>(in thousands of dollars)</i>	2013	2012
Change in benefit obligation		
Benefit obligation at beginning of year	\$ 100,375	\$ 103,401
Service cost	1,656	1,642
Interest cost	4,181	3,990
Benefits paid	(8,043)	(3,555)
Actuarial loss	<u>(13,631)</u>	<u>(5,103)</u>
Benefit obligation at end of year	<u>84,538</u>	<u>100,375</u>
Funded status of the plans	<u>(84,538)</u>	<u>(100,375)</u>
Liability for postretirement medical and life benefits	<u>\$ (84,538)</u>	<u>\$ (100,375)</u>

For the year ended June 30, 2013 and nine months ended June 30, 2012, the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying combined balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit cost and included in the change in unrestricted net assets are as follows:

<i>(in thousands of dollars)</i>	2013	2012
Net transition obligation	\$ -	\$ 32
Net actuarial loss	<u>4,116</u>	<u>18,230</u>
	<u>\$ 4,116</u>	<u>\$ 18,262</u>

The estimated amounts that will be amortized from unrestricted net assets into net periodic postretirement expense in 2013 are as follows:

<i>(in thousands of dollars)</i>	
Net transition obligation	<u>\$ 7</u>
	<u>\$ 7</u>

Dartmouth-Hitchcock and Subsidiaries
Combined Notes to Financial Statements
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

In determining the accumulated postretirement medical and life benefit obligation, D-H used a discount rate of 5.4% and 4.9% in 2013 and 2012, respectively, and an assumed healthcare cost trend rate of 7.25%, trending down to 4.75% in 2018 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2013 by \$8,025,000 and the net periodic postretirement medical benefit cost for the year then ended by \$696,000. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2013 by \$6,748,000 and the net periodic postretirement medical benefit cost for the year then ended by \$455,000.

13. Liability Insurance Coverage

D-H, along with certain DHMC members are provided professional and general liability insurance on a claims-made basis through HAC, a captive insurance company located in Bermuda, and RRG, a Vermont captive insurance company. D-H and certain DHMC members have ownership interests in both HAC and RRG. HAC and RRG, together with the purchase of excess commercial policies, provide the insurance of the covered institutions and named insured's with coverage on a modified claims-made basis that provides specific coverage of claims submitted during the policy term. Premiums and related insurance deposits are actuarially determined based on asserted, and incurred but unasserted liability claims. The reserves for outstanding losses have been discounted at a rate 3.0% at June 30, 2013 and 2012.

Selected financial data of HAC and RRG, taken from the latest available audited and unaudited financial statements, respectively at June 30 are summarized as follows:

<i>(in thousands of dollars)</i>	2013			2012		
	HAC <i>(audited)</i>	RRG <i>(unaudited)</i>	Total	HAC <i>(audited)</i>	RRG <i>(unaudited)</i>	Total
Assets	\$ 107,596	\$ 1,837	\$ 109,433	\$ 101,584	\$ 2,291	\$ 103,875
Shareholders' equity	13,620	543	14,163	12,120	534	12,654
Net income	-	(9)	(9)	-	63	63

14. Commitments and Contingencies

Litigation

D-H is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the combined financial position of D-H.

Dartmouth-Hitchcock and Subsidiaries
Combined Notes to Financial Statements
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

Operating Leases and Other Commitments

D-H leases certain facilities and equipment under operating leases with varying expiration dates. D-H's rental expense totaled approximately \$9,535,000 for the year ended June 30, 2013 and \$8,769,000 for the nine months ended June 30, 2012. Minimum future lease payments under non-cancelable operating leases at June 30, 2013 were as follows:

(in thousands of dollars)

2014	\$	7,766
2015		4,995
2016		3,296
2017		794
2018		359
Thereafter		44
	<u>\$</u>	<u>17,254</u>

Medical Resident Tax Refund

Employers (typically hospitals and medical schools) and individual taxpayers (medical residents) began filing Federal Insurance Contributions Act (FICA) refund claims in the 1990s based on a position that medical residents are students eligible for the FICA tax exemption under IRC section 3121(b)(10). This is referred to as the student exception. The employer's FICA claims were for both the employer and employee withholdings. The Internal Revenue Service (IRS) held certain claims in suspense because there was a dispute as to whether the student FICA tax exception applied.

In March 2010, the IRS made an administrative determination to accept the position that medical residents were exempt from FICA taxes for tax periods ending before April 1, 2005, when new IRS regulations went into effect. The Hospital has filed claims for years 1999 through the first quarter of 2005 for which the IRS has acknowledged that it has received the claims for those periods. As of September 30, 2010, D-H had substantively completed the necessary actions to perfect its refund claim, and therefore recorded refund receivable and other operating revenue. The FICA refund receivable of approximately \$410,000 and \$8,051,000 including applicable interest is reflected in other current assets in the accompanying combined balance sheets at June 30, 2013 and 2012, respectively.

During fiscal year 2013, D-H received refunds totaling approximately \$14,474,000 from the IRS representing both employer and employee medical resident tax refunds. Of the total received, D-H distributed approximately \$6,833,000 back to the residents for their respective share. The residents had the option to have the Hospital pursue their respective refund claim on their behalf.

An asset and corresponding liability for the resident portion was recorded in the accompanying combined balance sheet as of June 30, 2012 in the amount of \$6,700,000, including accrued interest.

Line of Credit

On July 28, 2011 D-H entered into a Loan Agreement with a financial institution establishing access to revolving loans of up to \$60,000,000. Interest is variable and determined using LIBOR. The Loan Agreement was due to expire on July 27, 2013, and an extension was negotiated through February 28, 2014. As of and for the twelve months ended June 30, 2013, there was no

Dartmouth-Hitchcock and Subsidiaries
Combined Notes to Financial Statements
Year Ended June 30, 2013 and Nine Months Ended June 30, 2012

outstanding balance and interest expense was approximately \$150,000 and is included in the combined statement of operations and changes in net assets.

15. Functional Expenses

Approximate operating expenses of D-H by function are as follows for the year ended June 30, 2013 and nine months ended June 30, 2012:

<i>(in thousands of dollars)</i>	2013	2012
Program services	\$ 1,068,000	\$ 814,000
Management and general	209,000	124,000
Fundraising	6,000	2,000
	<u>\$ 1,283,000</u>	<u>\$ 940,000</u>

16. Subsequent Event

D-H has assessed the impact of subsequent events through November 22, 2013, the date the audited financial statements were issued, and has concluded that there were no such events that require adjustment to the audited financial statements or disclosure in the notes to the audited financial statements.

Combining Supplemental Information

Dartmouth-Hitchcock and Subsidiaries
Combining Balance Sheet
June 30, 2013

(in thousands of dollars)

	2013				
	Dartmouth- Hitchcock	Dartmouth- Hitchcock Medical Center	Hitchcock Foundation	Eliminations	Dartmouth- Hitchcock and Subsidiaries
Assets					
Current assets					
Cash and cash equivalents	\$ 44,981	\$ 899	\$ 365	\$ -	\$ 46,245
Patient accounts receivable, net	171,131	-	-	-	171,131
Prepaid expenses and other current assets	78,112	140	620	(28)	78,844
Total current assets	294,224	1,039	985	(28)	296,220
Assets limited as to use	558,393	73	-	-	558,466
Other investments for restricted activities	75,173	144	21,770	-	97,087
Property, plant, and equipment, net	454,938	2,696	1	-	457,635
Other assets	54,382	-	12	-	54,394
Total assets	\$ 1,437,110	\$ 3,952	\$ 22,768	\$ (28)	\$ 1,463,802
Liabilities and Net Assets					
Current liabilities					
Current portion of long-term debt	\$ 11,963	\$ -	\$ -	\$ -	\$ 11,963
Current portion of liability for pension and other postretirement plan benefits	5,666	-	-	-	5,666
Accounts payable and accrued expenses	72,004	568	1,271	(28)	73,815
Accrued compensation and related benefits	111,474	-	-	-	111,474
Estimated third-party settlements	21,483	-	-	-	21,483
Total current liabilities	222,590	568	1,271	(28)	224,401
Long-term debt, excluding current portion	544,125	-	-	-	544,125
Insurance deposits and related liabilities	83,609	-	-	-	83,609
Interest rate swaps	22,285	-	-	-	22,285
Liability for pension and other postretirement plan benefits	173,182	-	-	-	173,182
Total liabilities	1,045,791	568	1,271	(28)	1,047,602
Net assets					
Unrestricted	315,490	3,240	11,968	-	330,698
Temporarily restricted	46,692	144	7,411	-	54,247
Permanently restricted	29,137	-	2,118	-	31,255
Total net assets	391,319	3,384	21,497	-	416,200
Commitments and contingencies	-	-	-	-	-
Total liabilities and net assets	\$ 1,437,110	\$ 3,952	\$ 22,768	\$ (28)	\$ 1,463,802

Dartmouth-Hitchcock and Subsidiaries
Combining Statement of Operations and Changes in Unrestricted Net Assets
For the Year Ended June 30, 2013

(in thousands of dollars)

	2013				Dartmouth-Hitchcock and Subsidiaries
	Dartmouth-Hitchcock	Dartmouth-Hitchcock Medical Center	Hitchcock Foundation	Eliminations	
Unrestricted revenue and other support					
Net patient service revenue	\$ 1,173,539	\$ -	\$ -	\$ (8)	\$ 1,173,531
Contracted revenue	87,518	-	1,195	(420)	88,293
Other operating revenue	43,043	5,046	2,557	(3,561)	47,085
Net assets released from restrictions	11,473	-	1,741	-	13,214
Total unrestricted revenue and other support	<u>1,315,573</u>	<u>5,046</u>	<u>5,493</u>	<u>(3,989)</u>	<u>1,322,123</u>
Operating expenses					
Salaries	637,491	-	-	888	638,379
Employee Benefits	199,312	-	-	143	199,455
Medical supplies and medications	175,381	-	-	(58)	175,323
Purchased services and other	136,712	4,970	3,342	(4,486)	140,538
Medicated enhancement tax	38,261	-	-	-	38,261
Medical school financial support	5,480	-	-	-	5,480
Depreciation and amortization	53,539	28	-	-	53,567
Interest	19,243	-	-	-	19,243
Expenditures relating to net assets released from restrictions	11,473	-	1,741	-	13,214
Total operating expenses	<u>1,276,892</u>	<u>4,998</u>	<u>5,083</u>	<u>(3,513)</u>	<u>1,283,460</u>
Operating margin	<u>38,681</u>	<u>48</u>	<u>410</u>	<u>(476)</u>	<u>38,663</u>
Nonoperating gains (losses)					
Investment gains	32,443	-	1,488	-	33,931
Loss on advance refunding	(3,500)	-	-	-	(3,500)
Other, net	(2,779)	-	-	476	(2,303)
Total nonoperating gains, net	<u>26,164</u>	<u>-</u>	<u>1,488</u>	<u>476</u>	<u>28,128</u>
Excess of revenue over expenses	64,845	48	1,898	-	66,791
Other changes in net assets	-	3,192	-	-	3,192
Net assets released from restrictions (Note 8)	211	-	2,549	-	2,760
Change in funded status of pension and other postretirement benefits	81,169	-	-	-	81,169
Change in fair value on interest rate swaps	5,688	-	-	-	5,688
Increase in unrestricted net assets	<u>\$ 151,913</u>	<u>\$ 3,240</u>	<u>\$ 4,447</u>	<u>\$ -</u>	<u>\$ 159,600</u>



Mission, Vision, & Values

Our Mission

We advance health through research, education, clinical practice, and community partnerships, providing each person the best care, in the right place, at the right time, every time.

Our Vision

Achieve the healthiest population possible, leading the transformation of health care in our region and setting the standard for our nation.

Values

- Respect
- Integrity
- Commitment
- Transparency
- Trust
- Teamwork
- Stewardship
- Community



Dartmouth-Hitchcock Medical Center

One Medical Center Drive
 Lebanon, NH 03756-0001
 Phone (603) 653-1219
 Fax (603) 653-1111
 Dartmouth-Hitchcock.org

Name	Title (if officer, otherwise please write trustee/director)	Begin Term	End Term
William J. Conaty	Trustee	06/01/2011	05/31/2020
Vincent S. Conti	Trustee	01/01/2010	12/31/2018
Denis A. Cortese	Trustee	01/01/2013	12/31/2021
Barbara Couch	Trustee	01/01/2010	12/31/2018
Paul P. Danos	Trustee/Treasurer	02/05/2014	12/31/2016
Peter A. DeLong, MD	Trustee	02/01/2012	12/31/2014
Matthew B. Dunne	Trustee	01/01/2013	12/31/2021
Michael J. Goran, MD	Trustee	01/01/2006	12/31/2014
Senator Judd A. Gregg	Trustee	01/01/2013	12/31/2021
William W. Helman, IV	Trustee	04/28/2011	12/31/2020
Barbara C. Jobst, MD	Trustee	01/01/2014	12/31/2016
Laura K. Landy	Trustee	09/01/2012	12/31/2021
Jennie L Norman	Trustee/Board Secretary	2006	12/31/2014
Robert A. Oden, Jr., PhD	Trustee/Board Chair	01/27/2011	12/31/2020
Steven A. Paris, MD	Trustee	02/01/2013	12/31/2015
Richard J. Powell, MD	Trustee	02/01/2013	12/31/2015
Richard I. Rothstein, MD	Trustee	02/01/2013	12/31/2015
Hugh C. Smith, MD	Trustee	2006	12/31/2014
Wiley Souba, MD, ScD	Trustee/Ex-Officio	10/1/2010	Ex-Officio
Anne-Lee Verville	Trustee	01/01/2009	12/31/2017
James Weinstein	Trustee/Ex-Officio/President	11/01/2011	Ex-Officio
Alfred L. Griggs	Chair Emeritus	1994	

KEY ADMINISTRATIVE PERSONNEL - Amendment 1

NH Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital dba Dartmouth-Hitchcock

Name of Program: SFY 15 - Substance Use Disorders, Resiliency and Recovery-

BUDGET PERIOD: SFY 15 - Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Greg Norman	Director, Comm. Health Improv.	\$99,673	3.37%	\$3,354.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$3,354.00

BUDGET PERIOD: SFY 15 - Community Health Improvement Planning				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Greg Norman	Director, Comm Health Improv.	\$99,673	2.40%	\$2,396.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$2,396.00

Gregory A. Norman

SUMMARY OF QUALIFICATIONS

Capable, grounded leader dedicated to integrity and social justice in pursuit of a healthier community. Demonstrated ability to partner with community organizations to identify community needs, design projects and services to address those needs, and pursue funding to support those projects.

PROFESSIONAL EXPERIENCE

- DARTMOUTH-HITCHCOCK** **Lebanon, NH** (2007-Present)
Director, Dept. of Community Health Improvement and Benefits (Consulting Basis, Nov. 2007-Feb.2009)
Provide leadership for Dartmouth-Hitchcock's Community Health Improvement initiatives as well as timely and complete Community Benefits reporting. Key areas of work and accomplishments include:
- *Upper Valley Healthy Eating Active Living Partnership:* Provides leadership and organizing to develop a coalition of 20+ organizations, schools, and individuals to develop policy, capacity development, practice, and communication interventions to address childhood obesity in the Upper Valley region. Project is funded as one of five NH HEAL community grantee sites. Changing school wellness policies, supporting development of trails and walking/biking paths, catalyzing Safe Routes to School projects, supporting enhanced clinical approaches to healthy weight and obesity, supporting produce access projects in communities and workplaces, and developing communications plans to mobilize community support and change social norms related to healthy eating and active living.
 - *Substance Use Prevention and Treatment:* Supervises key staff implementing Upper Valley Public Health Advisory Council and Upper Valley Substance Misuse Prevention Partnership. Additionally, oversee delivery of Dartmouth-Hitchcock's "Mapping the Addiction Maze" community networking and organizing programs by developing twice annual events focused on substance use related issues that are attended by ~100 professionals. "Addiction Maze" events often serve as springboards for local organizations to individually or collaboratively address identified regional needs. Provided planning/organizing assistance leading to development of the Grafton County Drug Court, and the development of Youth Empowerment Services, an Adolescent Treatment Initiative evidence-based approach to treating adolescent substance use in the Lebanon/Sullivan county region.
 - *Community Initiatives to Meet Health Needs of Older Adults:* Adapted the "Addiction Maze" model to convene regional provider of services for older adults for twice annual meetings. Ongoing workgroups include examining how care management services can be extended to new geographic areas and populations to reduce hospitalizations and promote aging-in-place, and how Dartmouth-Hitchcock can support the multiple fledgling aging in place workgroups that are emerging in our region. Facilitated portions of the 2009 Grafton County Senior Citizen's Council strategic planning process.
 - *WARM Collaborative:* Provided leadership and technical assistance to the WARM Collaborative, a consortium of more than 20 regional organizations to address threats to community health that high home heating fuel costs posed in August 2008. Organizing efforts included community education and media campaigns in NH and VT, engagement of town, city, and public safety officials, and fund development to support fuel assistance programs and a new weatherization initiative. Worked with regional Senior Citizens Councils to develop and implement "One Minute Checklist" safety checks used by Home Delivered Meals volunteers to identify older adults in danger due to heating-related risks.
 - *Community Benefits Reporting and Planning:* Oversee data gathering and compilation of financial and service statistics to complete and file Dartmouth-Hitchcock's annual Community Benefits Report and Plan as required by the State of NH. One aspect of this work involves working closely with the Upper Valley United Way to complete the Community Needs Assessments, and working with the United Way and Alice Peck Day Memorial Hospital to develop add-on surveys to help prioritize community health needs.

MANAGEMENT CONSULTANT / GRANTWRITER **Norwich, VT** (2002-Present)

Operated a private consulting practice centered on fund development and grant writing, as well as organization development and non-profit management issues. Combined fund development, strategic planning, program planning, and development of measurable outcomes to help organizations achieve their missions. Work has included developing grant proposals to private foundations, United Way organizations, town, county, state and federal governments; as well as consultation for annual and capital appeals, development planning and public relations efforts. Provided clients with additional consultation including program development, financial reporting, and strategic decision-making.

Significant accomplishments and assignments during this time included:

- Served as Treatment Liaison to the Grafton County Drug Court (GCDC) Steering Committee.
- Provided consultation during the development of evidence-based adolescent outpatient substance use treatment collaborative in the Lebanon-Claremont-Newport region.
- Secured additional funding for the Dartmouth Addiction Treatment Program.
- Secured NH State Public Health funding for the Tobacco-Free Upper Valley Coalition.
- Attracted federal Title III funds for a substance use / mental health electronic screening/ intervention project in DHMC's HIV Program.
- Served as Interim Executive Director of Headrest for three months.

THE FAMILY PLACE

Norwich, VT (1999-2001)

- Business Manager / Supervisor of Healthy Babies and Reach Up Program
- Served as Acting Director for two months while Executive Director took an extended leave.
- Revised personnel and benefits policies.
- Supervised a \$950,000+ annual budget, including financial reporting and audit preparation.
- Brought accounting practices into compliance with single point (A-133) audit requirements.
- Doubled services provided through the Healthy Babies home visiting services.
- Oversaw the introduction of computer networking.
- Supervised seven Family Place home visiting and administrative staff.
- Generated revenue to support new and emerging programs.

HEADREST, INC.

Lebanon, NH (1988-1998 and Oct.-Dec. 2004)

- Developed Headrest's Teen Programs. Services included support groups for teens affected by substance use issues, weekend leadership programs, peer leadership training, Teenline services, youth offender substance use treatment services, and community presentations and training.
- Trained and supervised Crisis Intervention Hotline staff and volunteers.
- Oversaw Headrest's Clinically Managed Residential Detoxification program.

EDUCATION

Master of Science in Management

- Antioch New England Graduate School, Department of Organization and Management (June 1999).
Emphasis on organization development in non-profit organizations.

Bachelor of Arts

- Dartmouth College (cum laude, 1987).



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

July 26, 2013

G&C Approved

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

Date 9/4/13
Item # 54

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services and Division of Community Based Care Services, to enter into an agreement with Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock (Vendor #177160-B003), 1 Medical Center Drive, Lebanon, NH 03756, in an amount not to exceed \$296,602.00, to improve regional public health emergency preparedness, substance misuse prevention and related health promotion capacity, and implement school-based influenza clinics, to be effective **retroactive** to July 1, 2013 through June 30, 2015.

92.57% Fed 7.46% General

Funds are available in SFY 2014 and SFY 2015 with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$76,000.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$76,000.00
			Sub-Total	\$152,000.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	49156502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	49156502	\$65,380.00
			Sub-Total	\$130,760.00

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
July 26, 2013
Page 2

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90023010	\$6,921.00
SFY 15	102-500731	Contracts for Prog Svc	90023010	\$6,921.00
			Sub-Total	\$13,842.00
			Total	\$296,602.00

EXPLANATION

Retroactive approval is requested because of delays encountered regarding clarification of, and assurances that the Vendor meets contractual provisions specific to insurance coverage, which resulted in the original schedule for executing the agreement to be modified.

Funds in this agreement will be used to allow Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock to align a range of public health and substance misuse prevention and related health promotion activities. Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

This agreement will build regional capacity in four broad areas: a Regional Public Health Advisory Committee; Regional Public Health Preparedness; Substance Misuse Prevention and Related Health Promotion services; and School-Based Seasonal Influenza Clinics. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock will also lead a coordinated effort with regional public health, health care and emergency management partners to develop and exercise regional public health emergency response plans to improve the region's ability to respond to public health emergencies. Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock will also coordinate a Medical Reserve Corps unit made up of local volunteers who work in emergency medical clinics and shelters. These regional activities are integral to the State's capacity to respond to public health emergencies.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
July 26, 2013
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The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and "super storm" Sandy.

Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices, and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play. "

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock will also implement seasonal influenza vaccination clinics in select schools. This initiative represents their ability to expand the range of public health services they offer that are data-driven, known to be effective, and respond to regional needs. Seasonal influenza vaccination rates lag behind the rates for all other recommended childhood immunizations. In order to increase the percent of children six months through 18 years of age who are vaccinated against influenza, New Hampshire must increase access to vaccination services in the school-aged population. New Hampshire's efforts to vaccinate infants and young children against influenza have been more successful than efforts to vaccinate school children, as demonstrated by Medicaid data. The Division of Public Health Services' goal is to increase the percent of children ages 5-12 from 60% in the 2011-2012 influenza seasons and from 32% for children age 13-17 years in that same period to the national Healthy People 2020 goal of 80% for all children.

Achieving higher rates of immunization in a school community is known to lower absenteeism among children and school staff. Schools will be targeted in order to access children who may experience the greatest barriers to vaccination including, but not limited to: a lack of local medical providers; lack of transportation; socioeconomic status; or who live in communities in Medically Underserved Areas.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in this region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services. Finally, the ability to increase immunization rates among children who experience barriers to this preventative measure would be lost.

Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock was selected for this project through a competitive bid process. A Request for Proposals was posted on the Division of Health and Human Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock being the sole bid to provide these services in this region. This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning, and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

This is the initial agreement with this Contractor for emergency preparedness, substance misuse prevention and related health promotion, and school vaccination services.

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

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the Division of Public Health Services that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).

- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices, and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic.
- Percent of students receiving seasonal influenza vaccination
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

Area served: Canaan, Dorchester, Enfield, Grafton, Grantham, Hanover, Lebanon, Lyme, Orange, Orford, Piermont, and Plainfield.

Source of Funds is 92.54% Federal Funds and 7.46% General Funds from the U.S. Centers for Disease Control and Prevention and the Substance Abuse and Mental Health Services Administration.

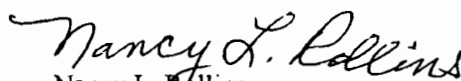
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
July 26, 2013
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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

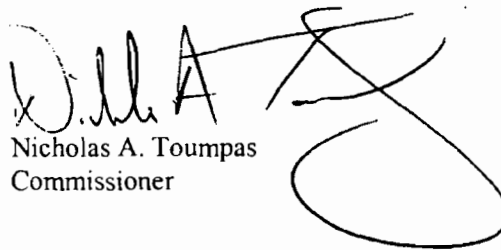


José Thier Montero, MD, MHCDS
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js


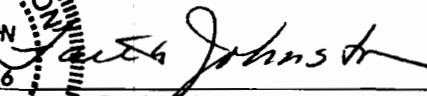
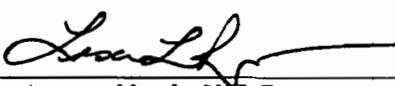
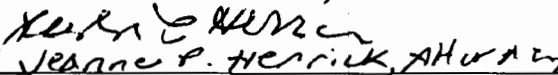
Subject: Regional Public Health Network Services

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 Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock		1.4 Contractor Address 1 Medical Center Drive Lebanon, NH 03756	
1.5 Contractor Phone Number (603) 650-4068	1.6 Account Number 05-95-90-902510-5171-102-500731, See Exhibit B for additional account numbers.	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$296,602.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robin Kilfeather-Mackey - Chief Financial Officer	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Grafton</u> On <u>7/10/13</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 [Signature]  MY COMMISSION EXPIRES OCT. 26, 2016			
1.13.2 Name and Title of Notary or Justice of the Peace FAITH E. JOHNSON, Notary NEW HAMPSHIRE			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. HERRICK, Attorney General On: <u>9 Aug. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services
Regional Public Health Network Services

CONTRACT PERIOD: July 1, 2013 through June 30, 2015

CONTRACTOR NAME: Mary Hitchcock Memorial Hospital dba Dartmouth
Hitchcock
1 Medical Center Drive
ADDRESS: Lebanon, NH 03756
Chief Financial Officer: Robin Kilfeather-Mackey
TELEPHONE: 603-650-5634

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related

services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups
 - 5.7. Documentation and record-keeping

- 5.8. Process for reviewing and revising the policies and procedures
6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.¹
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Coordinate a hazard vulnerability assessment (HVA) (aka jurisdictional risk assessment) focused on public health, health care and behavioral health systems. The HVA will consist of 3 half-day meetings of regional partners that assess the impact to these three systems in the region from various types of hazards; identify existing preparedness capabilities that mitigate the impact; and identify priority interventions to address gaps. The HVA will be led by DHHS staff and an agency contracted by the DPHS.

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
 - 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).
 - 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
 - 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. School-Based Seasonal Influenza Vaccination Services

1. Implement vaccination programs against seasonal influenza in primary, middle, and high schools based on guidance and protocols from the NH Immunization Program (NHIP).
 - 1.1 Recruit public and non-residential private schools to participate in school-based clinics based on priorities established by the DPHS. Priorities may be based on socioeconomic status, prior year vaccination rates, or other indicators of need.
 - 1.2 School influenza vaccination clinics must be held during the school day (approximately 8 A.M. to 4 P.M.) and on school grounds.
 - 1.3 As requested by the DPHS, use the IRMS to manage vaccine provided under the auspices of the DPHS NHIP.
 - 1.4 Submit all required documentation for immunized individuals to the NHIP within 10 business days after each clinic.
 - 1.5 Report all known adverse reactions according to protocols established by the NHIP.
 - 1.6 Dispose of all biological waste materials in accordance with regulations established by the State of New Hampshire.
 - 1.7 Conduct debriefings after each clinic to identify opportunities for improvements.

5. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.

- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

6. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

Immunization Services

1. Participate in bi-monthly conference calls with NHIP staff.
2. Attend a half-day Training of Trainers in-service program offered by the NHIP.

7. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. School-based Vaccination Services
- e. Training and Technical Assistance
- f. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.
 - 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
 - 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2 Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness and School- Based Immunization Clinics

- 1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
- 2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion


- 1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).
 - 1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

- 1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

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 appropriate DHHS office immediately for additional guidance.

Executive Director Signature: _____ 

Contractor Initials: 
Date: 7/10/13

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

CONTRACT PERIOD: July 1, 2013 through June 30, 2015

CONTRACTOR NAME: Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock
1 Medical Center Drive
ADDRESS: Lebanon, NH 03756
Chief Financial Officer: Robin Kilfeather-Mackey
TELEPHONE: 603-650-5634

Vendor #177160-B003	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #49156502	Appropriation #05-95-49-491510-2988-102-500734
	Job #90023010	Appropriation #05-95-90-902510-5178-102-500731

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:

\$152,000 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds, \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959), and \$13,842 for School Based Vaccination Clinics, funded from 100% federal funds from the National Center for Immunization and Respiratory Diseases, CDC, (CFDA #93.268).

TOTAL: \$296,602.00

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.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

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

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

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

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

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

- 9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

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

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

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

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public

officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subparagraph 14.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1 All insurance provided by Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock shall be provided by financially sound insurance companies authorized to do business in New Hampshire or a captive insurance program or other alternative risk financing mechanism. If provided by a captive insurance program or other alternative risk financing mechanism, documentation will be provided upon request to assure the Contracting Officer of Mary Hitchcock Memorial Hospital's ability to cover all reserves and claims. The Contractor shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 whatever insurance or alternative risk financing mechanism is utilized will be in amounts of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

17. Renewal:

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. Authority to Adjust

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price Standard Exhibits A - J

limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

19. 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.

20. 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.

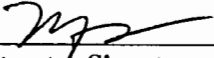
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

 _____ Contractor Signature	Chief Financial Officer _____ Contractor's Representative Title
Mary Hitchcock Memorial Hospital dba Dartmouth Hitchcock _____ Contractor Name	7/10/13 _____ Date



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Regional Public Health Network Services**

This 1st Amendment to the Mid-State Health Center, contract (hereinafter referred to as "Amendment One") dated this 8th day of December, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mid-State Health Center, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 101 Boulder Point Drive, Suite 1, Plymouth, NH 03264.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #100, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to change the scope of services and the price limitation, and

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

1. **Change** price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$326,760.
2. **Add** Exhibit A-1, Additional Scope of Services
3. **Amend** Exhibit B, Purchase of Services, Contract Price, to add:
 - 1.1. The contract price shall increase by \$23,000 for SFY 2015 for a total increase of \$23,000.
 - 1.2. Funding is available as follows:
 - \$15,000 - 100% Federal Funds from the Substance Abuse and Mental Health Services, CFDA #93.959, Federal Award Identification Number (FAIN), TI010035-14;
 - \$ 8,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037.



Replace with:

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

5. **Amend** Budget, to add:

Exhibit B-1 (2015)

6. **Amend** Exhibit C, Special Provisions to:

Delete:

Exhibit C, Special Provisions,

Replace with:

Exhibit C, Special Provisions

7. **Add:**

Exhibit C-1, Revisions to General Provisions

8. **Amend** Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance to:

Delete:

Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and;

Replace with:

Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection

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



New Hampshire Department of Health and Human Services

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

State of New Hampshire
Department of Health and Human Services

1/15/15
Date

Brook Dupee
Brook Dupee
Bureau Chief

Mid-State Health Center

12-8-2014
Date

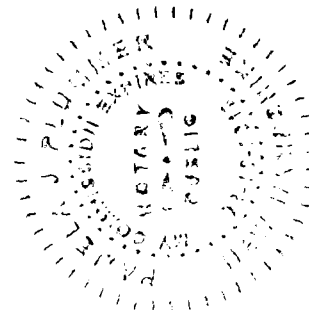
Sharon Bealy
Name: Sharon Bealy
Title: CEO

Acknowledgement:

State of N.H., County of Grafton on 12-8-14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Pamela J. Plummer
Name and Title of Notary or Justice of the Peace



My Commission Expires: 3-16-16



New Hampshire Department of Health and Human Services

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

OFFICE OF THE ATTORNEY GENERAL

Date 4/26/15

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

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is



Exhibit A-1

made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.

- 1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.
- 1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

- 1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.
- 1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:
 - 1.2.1 Understand the nature of substance use disorders;
 - 1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;
 - 1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;
 - 1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;
 - 1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:
 - 1.2.5.1 Environmental strategies
 - 1.2.5.2 Prevention services
 - 1.2.5.3 Intervention services
 - 1.2.5.4 Treatment services
 - 1.2.5.5 Recovery support services
- 1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.
 - 1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and



Exhibit A-1

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
- 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

- 1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Reporting Requirements

- 1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

- 1. Completion and approved work plan within one month of the approved contract.
- 2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

- 1. Completion and approved work plan within one month of the approved contract.



Exhibit A-1

2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.



SPECIAL PROVISIONS

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

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

LM

**Exhibit B-1 - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Mid-State Health Center

Regional Public Health Network Amendment
Budget Request for: Award

(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)

1. Total Salary/Wages	\$ 4,349.00	\$ -	\$ 4,349.00
2. Employee Benefits	\$ 1,087.00	\$ -	\$ 1,087.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 14,564.00	\$ -	\$ 14,564.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Meeting/Facility expenses	\$ 3,000.00	\$ -	\$ 3,000.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 23,000.00	\$ -	\$ 23,000.00

Indirect As A Percent of Direct

0.0%

Contractor Initials: *SP*

Date: 12.8.14



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

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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

**New Hampshire Department of Health and Human Services
Exhibit C Amendment #1**



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



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REVISIONS TO GENERAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

3. Renewal:

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of the competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



Exhibit C-1

4. Insurance

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 The contractor certifies that it is a 501(c)(3) contractor whose annual amount of contract work for the State of New Hampshire 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 for 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.



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

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

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

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

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

Exhibit G- Amendment #1

Contractor Initials SB

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

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

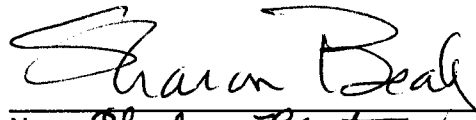


In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for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

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

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

Contractor Name:


Name: Sharon Beaty
Title: Chief Executive Officer

December 8TH, 2014
Date

Exhibit G- Amendment #1

Contractor Initials SB

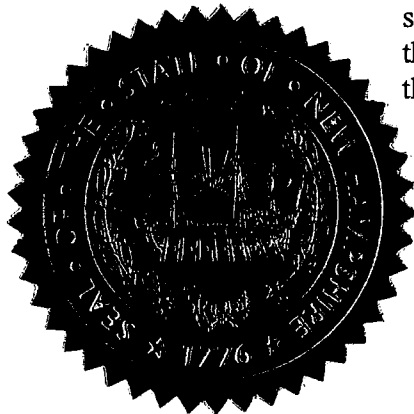
Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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 Mid-State Health Center is a New Hampshire nonprofit corporation formed January 9, 1998. 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 21st day of October A.D. 2014



William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Ann Blair, of Mid-State Health Center, do hereby certify that:

1. I am the duly elected Secretary of Mid-State Health Center;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Mid-State Health Center, duly held on April 23, 2013.

RESOLVED: That this Corporation may enter into contracts with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Chief Executive Officer of Mid-State Health Center is hereby authorized on behalf of this Corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments in addition to any amendments, revisions or modifications thereto, as she may deem necessary, desirable or appropriate. Sharon Beaty is the duly elected Chief Executive Officer of the Corporation. Robin Fisk is the duly elected Board President of the Corporation.

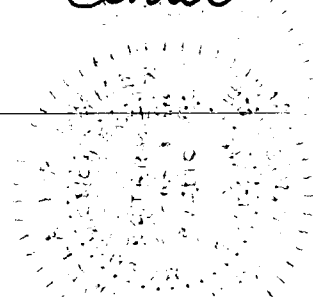
3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effective as of DEC. 8TH, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Mid-State Health Center on this, the 8TH day of December, 2014.

Ann Blair

Ann Blair, Secretary

STATE OF New Hampshire
COUNTY OF Srafton



The foregoing instrument was acknowledged before me this 8TH day of December, 2014 by Ann Blair.

Pamela Quam

Notary Public/Justice of the Peace

My Commission Expires: 3-16-16

**MID-STATE HEALTH CENTER
AND SUBSIDIARY**

**Consolidated Financial Statements
and
Independent Auditors' Report**

As of and for the Years Ended
June 30, 2013 and 2012



MID-STATE HEALTH CENTER AND SUBSIDIARY

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As of and for the Years Ended June 30, 2013 and 2012

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Independent Auditors' Report

To the Board of Trustees of
Mid-State Health Center and Subsidiary:

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Mid-State Health Center and its subsidiary, which comprise the consolidated statements of financial position as of June 30, 2013 and 2012, and the related consolidated statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Mid-State Health Center and its subsidiary as of June 30, 2013 and 2012, and the results of their operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplemental consolidating information is presented on pages 20-25 for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Tyler, Seamus and St. Severeur, CPAs, P.C.

Lebanon, New Hampshire
November 13, 2013

MID-STATE HEALTH CENTER AND SUBSIDIARY
Consolidated Statements of Financial Position
As of June 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Assets		
Current assets		
Cash and cash equivalents	\$ 771,305	\$ 625,970
Patient accounts receivable, net	389,029	386,786
Estimated third-party settlements	35,000	35,000
Community benefit grant receivable	-	106,244
Grants and state contracts receivable	391,025	242,393
Prepaid expenses and other receivable	209,052	159,868
Total current assets	<u>1,795,411</u>	<u>1,556,261</u>
Property and equipment, net	<u>4,470,183</u>	<u>4,272,178</u>
Other assets		
Deferred financing costs	1,931	23,594
Other assets	2,751	3,667
Total other assets	<u>4,682</u>	<u>27,261</u>
Total assets	<u>\$ 6,270,276</u>	<u>\$ 5,855,700</u>
Liabilities		
Current liabilities		
Line of credit - SMH (Note 10)	\$ 75,000	\$ 75,000
Accounts payable	312,129	261,310
Construction payable	34,955	-
Accrued expenses and other current liabilities	86,885	110,084
Accrued payroll and related expenses	179,785	155,009
Accrued earned time	256,704	228,230
Current portion of long-term debt	113,926	87,928
Current portion of capital lease obligations	6,628	27,430
Deferred grants and state contract revenue	322,871	208,175
Total current liabilities	<u>1,388,883</u>	<u>1,153,166</u>
Long-term debt, less current portion	<u>3,568,108</u>	<u>3,385,162</u>
Capital lease obligations, less current portion	<u>9,761</u>	<u>10,394</u>
Total liabilities	<u>4,966,752</u>	<u>4,548,722</u>
Commitments and contingencies (See Notes)		
Net assets		
Unrestricted	519,915	500,265
Temporarily restricted	783,609	806,713
Total net assets	<u>1,303,524</u>	<u>1,306,978</u>
Total liabilities and net assets	<u>\$ 6,270,276</u>	<u>\$ 5,855,700</u>

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

MID-STATE HEALTH CENTER AND SUBSIDIARY
Consolidated Statements of Activities and Changes in Net Assets
For the Years Ended June 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Changes in unrestricted net assets		
Unrestricted revenue, gains and other support		
Net patient service revenue	\$ 5,062,724	\$ 4,921,553
Community Benefit Grant	228,000	328,000
Other grant and state contract revenue	387,597	374,861
Other operating revenue	930,556	851,218
Total unrestricted revenue, gains and other support	<u>6,608,877</u>	<u>6,475,632</u>
Expenses		
Salaries and wages	3,952,349	3,713,052
Employee benefits	845,074	777,887
Insurance	98,084	102,631
Professional fees	311,437	269,530
Supplies and expenses	1,003,119	954,518
Depreciation and amortization	183,861	200,476
Interest expense	219,366	210,146
Total expenses	<u>6,613,290</u>	<u>6,228,240</u>
Increase (decrease) in net assets from operating activities	<u>(4,413)</u>	<u>247,392</u>
Non-operating gains		
Gain on disposal of fixed assets	959	100
Net assets released from restrictions used for property and equipment	23,104	23,104
Gain on involuntary conversion	-	20,576
Total non-operating gains	<u>24,063</u>	<u>43,780</u>
Increase in unrestricted net assets	<u>19,650</u>	<u>291,172</u>
Changes in temporarily restricted net assets		
Net assets released from restrictions	<u>(23,104)</u>	<u>(23,104)</u>
Decrease in temporarily restricted net assets	<u>(23,104)</u>	<u>(23,104)</u>
Change in net assets	<u>(3,454)</u>	<u>268,068</u>
Net assets, beginning of year	<u>1,306,978</u>	<u>1,038,910</u>
Net assets, end of year	<u>\$ 1,303,524</u>	<u>\$ 1,306,978</u>

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

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Cash Flows

For the Years Ended June 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Cash flows from operating activities		
Change in net assets	\$ (3,454)	\$ 268,068
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	183,861	200,476
Amortization reflected as interest	21,663	21,664
Provision for bad debts	367,681	363,014
Gain on disposal of fixed assets	(959)	(100)
Gain on involuntary conversion	-	(20,576)
Community benefit grant - debt forgiveness	-	(77,639)
(Increase) decrease in the following assets:		
Patient accounts receivable	(369,924)	(362,875)
Community benefit grant receivable	106,244	(80,411)
Grants and state contracts receivable	(148,632)	23,896
Prepaid expenses and other receivable	(49,184)	(15,335)
Increase (decrease) in the following liabilities:		
Accounts payable	50,819	(13,708)
Construction payable	34,955	-
Accrued payroll and related expenses	24,776	(69,232)
Accrued earned time	28,474	12,649
Accrued other expenses	(23,199)	62,738
Deferred grants and state contract revenue	114,696	(733)
Net cash provided by operating activities	<u>337,817</u>	<u>311,896</u>
Cash flows from investing activities		
Purchases of property and equipment	(220,859)	(94,269)
Proceeds from sale of asset	-	20,576
Net cash used in investing activities	<u>(220,859)</u>	<u>(73,693)</u>
Cash flows from financing activities		
Payments on capital leases	(28,567)	(55,613)
Payments on long-term debt	(93,156)	(81,683)
Proceeds on long-term debt	150,100	-
Net cash provided by (used in) financing activities	<u>28,377</u>	<u>(137,296)</u>
Net increase in cash and cash equivalents	145,335	100,907
Cash and cash equivalents, beginning of year	<u>625,970</u>	<u>525,063</u>
Cash and cash equivalents, end of year	<u>\$ 771,305</u>	<u>\$ 625,970</u>

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

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Cash Flows (continued)

For the Years Ended June 30, 2013 and 2012

Supplemental Disclosures of Cash Flow Information

	<u>2013</u>	<u>2012</u>
Cash payments for:		
Interest	\$ <u>197,436</u>	\$ <u>203,171</u>
State taxes	\$ <u>2,610</u>	\$ <u>-</u>

Supplemental Disclosure of Non-Cash Transactions

During 2013 and 2012, the Organization purchased certain equipment through the issuance of capital leases totaling \$7,132 and \$16,836, respectively.

During 2013, the Organization purchased land through the issuance of a long-term note payable in the amount of \$152,000.

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

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2013 and 2012

1. Summary of Significant Accounting Policies:

Organization – Mid-State Health Center (the Organization), is a physician practice which provides health care to a large number of Medicare, Medicaid and charity care patients on an outpatient basis. The Organization maintains facilities in Plymouth and Bristol, New Hampshire. During fiscal year 2006, the Organization applied for and was approved as a Federally Qualified Health Center Look-A-Like (FQHC look-a-like), which helps non-profit health care organizations that serve predominately uninsured or medically underserved populations through increased Medicare and Medicaid reimbursement rates. The designation was effective on October 13, 2005. See Note 19 regarding the Organization's attainment of Federally Qualified Health Center (FQHC) status subsequent to June 30, 2013.

Effective September 23, 2010, the Organization was transferred a sole member interest in CRDC Plymouth Community Development Corporation (CRDC Plymouth), which owns the 19,500 square foot operating facility that was developed to house the Organization, providing medical services to the underserved community in the Plymouth, New Hampshire region. As a result, the financial statements of CRDC Plymouth have been consolidated with those of the Organization.

During the year ended June 30, 2012, after having participating in a pilot program with the New Hampshire Citizens Health Initiative (NHCHI) the Organization was officially recognized as a medical home.

Unrestricted Net Assets – Net assets not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets – Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets until the Organization satisfies the donor imposed restriction. Absent explicit donor stipulations about how long-lived assets must be maintained, the Organization reports expirations of donor restrictions over the remaining useful life of the donated or acquired long-lived asset.

Permanently Restricted Net Assets – Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the institution to use all or part of the income earned on related investments for general or specific purposes. There were no permanently restricted net assets as of June 30, 2013 and 2012.

Charity Care – The Organization provides care to patients who meet certain criteria under its charity care policy with minimal charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

Basis of Statement Presentation – The accompanying financial statements, which are presented on the accrual basis of accounting, have been prepared consistent with the American Institute of Certified Public Accountants *Audit and Accounting Guide, Health Care Organizations* (Audit Guide).

Property and Equipment – Property and equipment acquisitions are recorded at cost. Property and equipment donated for Organization operations are recorded at fair value at the date of receipt. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2013 and 2012

1. Summary of Significant Accounting Policies (continued):

Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method. Equipment under capital leases is amortized on the straight-line method over the life of the capital lease. Such amortization is included in depreciation and amortization in the financial statements.

Estimated useful lives are as follows:

	<u>YEARS</u>
Buildings	5 - 50
Leasehold improvements	5
Equipment	3 - 7
Furniture and fixtures	5 - 15
Capital leases	3 - 15

The Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Estimates – The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could differ from those estimates.

Income Taxes – The Organization is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (Code) and is exempt from Federal income taxes on related income pursuant to Section 501(a) of the Code.

Cash and Cash Equivalents – Cash and cash equivalents include demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation or other arrangements under trust agreements or with third-party payors.

Concentration of Credit Risk – Financial instruments that potentially expose the Organization to concentrations of credit and market risks consist primarily of cash. The Organization has not experienced any losses on its cash.

Fair Value of Financial Instruments – The carrying amount of cash, patient accounts receivable, accounts and notes payable and accrued expenses approximates fair value.

Advertising – Advertising costs are charged to operations when incurred. Total advertising expense for the years ended June 30, 2013 and 2012 was \$15,440 and \$12,965, respectively.

Contractual Arrangements with Third-Party Payors – The Medicare and Medicaid programs pay the Organization for services at predetermined rates by treatment. The Organization is reimbursed for Medicare cost reimbursable items at a tentative rate with final settlement determined after the submission of annual cost reports and audits thereof by the Medicare fiscal intermediary. Changes in Medicare and Medicaid programs or reduction of funding levels for programs could have an adverse effect on future amounts recognized as net patient service revenue.

MID-STATE HEALTH CENTER AND SUBSIDIARY
Notes to Consolidated Financial Statements
As of and for the Years Ended June 30, 2013 and 2012

1. Summary of Significant Accounting Policies (continued):

The laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

The Organization also enters into preferred provider agreements with certain commercial insurance carriers. Payment arrangements to the Organization under these agreements include discounted charges and fee schedule payments.

Net Patient Service Revenue – Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors.

Receivables – Patient receivables are carried at their estimated collectible amounts. Patient credit is generally extended on a short-term basis; thus, patient receivables do not bear interest.

Patient receivables are periodically evaluated for collectability based on credit history and current financial condition. The Organization uses the allowance method to account for uncollectible accounts receivable.

Reclassification – Certain reclassifications have been made to the 2012 consolidated financial statements to conform to the 2013 presentation. Such reclassifications had no effect on the previously reported change in net assets.

Recent Accounting Pronouncements – In October 2012, the FASB issued Accounting Standards Update (ASU) No. 2012-05, *Statement of Cash Flows (Topic 230): Not-for-Profit Entities: Classification of the Sale Proceeds of Donated Financial Assets in the Statement of Cash Flows*. The amendments in this ASU require a not-for-profit entity (NFP) to classify cash receipts from the sale of donated financial assets consistently with cash donations received in the statement of cash flows if those cash receipts were from the sale of donated financial assets that upon receipt were directed without any NFP-imposed limitations for sale and were converted nearly immediately into cash. Accordingly, the cash receipts from the sale of those financial assets should be classified as cash inflows from operating activities, unless the donor restricted the use of the contributed resources to long-term purposes, in which case those cash receipts should be classified as cash flows from financing activities. Otherwise, cash receipts from the sale of donated financial assets should be classified as cash flows from investing activities by the NFP.

The amendments in the ASU are effective prospectively for fiscal years, and interim fiscal periods within those years, beginning after June 15, 2013. Retrospective application to all periods presented upon the date of adoption is permitted. Early adoption from the beginning of the fiscal year of adoption is permitted.

In April 2013, the FASB issued Accounting Standards Update (ASU) No. 2013-06, *Not-for-Profit Entities (Topic 958) - Services Received from Personnel of an Affiliate*. The objective of the amendments in this ASU is to specify the guidance that the NFP apply for recognizing and measuring services received from personnel of an affiliate. More specifically, the amendments in this ASU apply an NFP that receive services from personnel of an affiliate that directly benefit the recipient NFP and for which the affiliate does not charge the recipient NFP.

The amendments in this ASU require a recipient NFP to recognize all services received from personnel of an affiliate that directly benefit the recipient NFP. Those services should be measured at the cost recognized by the affiliate for the personnel providing those services. However, if measuring a service received from personnel of an affiliate at cost will significantly overstate or understate the value of the service received, the recipient NFP may elect to recognize that service received at either: (a) the cost recognized by the affiliate for the personnel providing that service or; (b) the fair value of that service.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2013 and 2012

1. Summary of Significant Accounting Policies (continued):

The amendments in this ASU are effective prospectively for fiscal years beginning after June 15, 2014, and interim and annual periods thereafter. A recipient NFP may apply the amendments using a modified retrospective approach under which all prior periods presented upon the date should be adjusted, but no adjustment should be made to the beginning balance of net assets of the earliest period presented. Early adoption is permitted.

2. Charity Care:

The Organization maintains records to identify and monitor the level of charity care they provide. These records include the amount of charges foregone for services and supplies furnished under their charity care policies and the estimated cost of those services and supplies. The following information measures the level of charity care provided during the years ended June 30:

	<u>2013</u>	<u>2012</u>
Estimated costs and expenses incurred to provide charity care	\$ <u>371,304</u>	\$ <u>356,038</u>
Percentage of charity cost to total Organization operating expenses	<u>6.32%</u>	<u>6.71%</u>

The Organization estimates its cost of charity care by applying the percentage of operating expenses to unrestricted revenues and gains to the gross charges foregone. In 2013 and 2012, 751 and 732 patients received charity care out of a total of 10,093 and 9,676 patients, respectively. The Organization provides health care services to residents of Plymouth, New Hampshire and the surrounding area, without regard to the individual's ability to pay for their services.

Determination of eligibility for charity care is granted on a sliding fee basis. Patients with family income less than 200% of the Community Services Administration Income Poverty Guidelines shall only be responsible for a minimal charge assessed by the Organization and not the balance of their account for services received. Those with family income at least equal to, but not exceeding 225% of the Federal Poverty Guidelines, shall be responsible for 25% of the remaining balance of their accounts. Those with family income at least equal to 226%, but not exceeding 250% of the guidelines, will be responsible for 50% of the remaining balance of their account. Those with family income at least equal to 251%, but not exceeding 275% of the guidelines, will be responsible for 75% of the remaining balance of their account.

Third-Party Payor Losses – In addition, the Organization incurred losses in the treatment of Medicare and Medicaid patients. Both of these government programs reimburse for medical services at less than billed charges to provide those services. In 2013 and 2012, the Organization incurred losses of \$989,213 and \$921,259, respectively, related to treating Medicare and Medicaid patients.

MID-STATE HEALTH CENTER AND SUBSIDIARY
Notes to Consolidated Financial Statements
As of and for the Years Ended June 30, 2013 and 2012

3. Property and Equipment:

Property and equipment consisted of the following as of June 30:

	<u>2013</u>	<u>2012</u>
Land	\$ 525,773	\$ 360,000
Buildings	4,026,033	4,089,569
Leasehold improvements	97,798	95,927
Furniture, fixtures and equipment	211,042	216,853
Capital leases	518,777	521,425
Project in progress	<u>228,658</u>	<u>20,899</u>
	5,608,081	5,304,673
Less: Accumulated depreciation	<u>1,137,898</u>	<u>1,032,495</u>
	<u>\$ 4,470,183</u>	<u>\$ 4,272,178</u>

Depreciation and amortization expense, including amortization expense on capital lease obligations, for the years ended June 30, 2013 and 2012 amounted to \$183,861 and \$200,476, respectively.

Projects in progress as of June 30, 2013 consisted of architecture fees and capitalized interest related to the construction of the new Bristol Building. The expected cost of completion of the project is \$2,700,000 with an expected completion date of May 2014.

4. Other Assets:

Included in other assets are capitalized legal fees related to the rental agreement and potential purchase of the building the Organization currently occupies in the amount of \$9,163. Amortization expense related to the capitalized fees for the years ended June 30, 2013 and 2012 was \$916. Accumulated amortization was \$6,412 and \$5,496 for the years ended June 30, 2013 and 2012, respectively.

5. Deferred Financing Costs:

Costs related to obtaining the August 2006 financing of CRDC Plymouth's land purchase and building construction were capitalized and are amortized over the life of the related debt using the straight-line method. Accumulated amortization at June 30, 2013 and 2012 was \$149,711 and \$128,048, respectively. Amortization of deferred financing costs included in interest expense was \$21,663 and \$21,663 for the years ended June 30, 2013 and 2012, respectively.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2013 and 2012

6. Net Patient Service Revenue and Patient Accounts Receivable:

Net Patient Service Revenue – Net patient service revenue is reported net of contractual allowances, allowance for bad debts and other discounts as follows as of June 30:

	<u>2013</u>	<u>2012</u>
Gross patient service revenue	\$ 7,478,000	\$ 7,095,558
Third-party payor settlement	45,373	73,920
Less: provision for bad debts	367,681	363,014
Less: Contractual allowances and discounts	<u>2,092,968</u>	<u>1,884,911</u>
Net patient service revenue	\$ <u>5,062,724</u>	\$ <u>4,921,553</u>

Patient Accounts Receivable – Patient accounts receivable is reported net of estimated contractual allowances and allowance for doubtful accounts, as follows, as of June 30:

	<u>2013</u>	<u>2012</u>
Patient accounts receivable	\$ 781,700	\$ 728,859
Less: Estimated contractual allowance	209,564	174,862
Less: Estimated allowance for doubtful accounts	<u>183,107</u>	<u>167,211</u>
Patient accounts receivable, net	\$ <u>389,029</u>	\$ <u>386,786</u>

Patient accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of accounts receivable, the Organization analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with service provided to patients who have third-party coverage, the Organization analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary. For receivables associated with self-pay patients, including both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for only part of the bill, the Organization records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

7. Line of Credit:

The Organization had an available line of credit with a maximum borrowing amount of \$100,000 as of June 30, 2013. The line carries an interest rate equal to 5.25% (prime plus 2%). The line is secured by all business assets. The line was not drawn upon as of June 30, 2013 and 2012.

MID-STATE HEALTH CENTER AND SUBSIDIARY
Notes to Consolidated Financial Statements
As of and for the Years Ended June 30, 2013 and 2012

8. Long-Term Debt:

In August 2006, CRDC Plymouth entered into certain long-term debt arrangements to purchase land in Plymouth, New Hampshire and finance the construction of a 19,500 square foot operating facility that houses a substantial portion of the Organization's operations, providing medical services to the underserved community in the Plymouth, New Hampshire region. Details of the project financing follow.

During 2013, MSHC entered into two debt arrangements with Woodsville Guarantee Savings Bank to purchase land in Bristol, New Hampshire and finance the construction of a new facility for operations. Subsequent to year end, in September 2013, the Organization re-financed the Woodsville Guarantee Savings notes payable with a construction loan. The new loan has an advancement amount up to \$2,700,000, interest only payments beginning October 2013, for 23 consecutive months, interest charged at a rate of 5%. One final balloon payment shall be due September 2015 for all unpaid principal.

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

	<u>2013</u>	<u>2012</u>
CCML Investment Fund II, LLC note payable, maturing August 2013, referred to as the "CRDC Plymouth Loan 1", principal and interest payable in 85 monthly installments of \$5,253 through August 1, 2013, CRDC Plymouth is required to refinance the then outstanding unpaid principal as of August 4, 2013, interest is charged at a rate of 5.514%.* (See Note 8a & 8b)	\$ 958,589	\$ 968,553
CCML Investment Fund II, LLC note payable, maturing August 2013, referred to as the "CRDC Plymouth Loan 2", principal and interest payable in 85 monthly installments of \$9,440 through August 1, 2013, CRDC Plymouth is required to refinance the then outstanding unpaid principal as of August 4, 2013, interest is charged at a rate of 5.514%.* (See Note 8a & 8b)	1,722,548	1,740,453
CCML Investment Fund II, LLC note payable, maturing August 2013, referred to as the "CRDC Plymouth Loan 3", principal and interest payable in 227 monthly installments of \$2,646 through July 1, 2026, CRDC Plymouth is required to refinance the then outstanding unpaid principal as of August 1, 2016, interest is charged at a rate of 5.514%.* (See Note 8a & 8c)	482,770	487,788
NH Electric Cooperative, Inc. interest free note payable, maturing September 2013, principal payable in 72 monthly installments of \$2,083 through August 1, 2013, and one lump sum payment of \$203,750 on September 1, 2013. (See Note 8d)	210,000	235,000
Capital Regional Development Council note payable, maturing September 2013, principal and interest payable in 36 monthly installments of \$2,842 through September 23, 2013. Interest is charged at a rate of 5%.	8,467	41,296

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2013 and 2012

8. Long-Term Debt (continued):

	<u>2013</u>	<u>2012</u>
Woodsville Guarantee Savings note payable, maturing December 2036, principal and interest payable in 288 monthly installments of \$941 through December 28, 2036. Interest is charged at a rate of 4.25%.	149,560	-
Woodsville Guarantee Savings interim note payable, maturing July 2013, principal and interest payable in three monthly installments of \$50,033 through July 28, 2013. Interest is charged at a rate of 5.5%. (See Note 8e)	<u>150,100</u>	<u>-</u>
Total debt	3,682,034	3,473,090
Less: current portion	<u>113,926</u>	<u>87,928</u>
Long-term debt, less current portion	\$ <u>3,568,108</u>	\$ <u>3,385,162</u>

8a Capital Regional Development Council is a guarantor of these accounts.

8b Subsequent to year end, in August 2013, the Organization re-financed the CCML Investment Fund II, LLC CRDC Plymouth loans 1 and 2 into one note payable with Woodsville Guarantee Savings Bank. The new note matures August 2033, principal and interest payable in 240 monthly installments of \$18,194 and interest charged at a rate of 5.25%. The new note payable terms are reflected in the future maturities schedule noted below, in accordance with *ASC Topic 470: Debt*.

8c Subsequent to year end, in August 2013, the CCML Investment Fund II, LLC contributed its interest in the outstanding balance on the CRDC Plymouth Loan 3 to MSHC resulting in contribution income of \$482,417.

8d Subsequent to year end, in August 2013, the Organization re-financed the NH Electric Cooperative, Inc. note payable with Woodsville Guarantee Savings Bank. The new note matures August 2018, principal and interest payable in 60 monthly installments of \$3,757 and interest charged at a rate of 4.0%. The new note payable terms are reflected in the future maturities schedule noted below, in accordance with *ASC Topic 470: Debt*.

8e Subsequent to year end, in September 2013, the Organization re-financed the Woodsville Guarantee Savings Bank interim note payable with a construction loan. The new loan has an advancement amount up to \$2,700,000, interest only payments beginning October 2013, for 23 consecutive months, interest charged at a rate of 5%. One final balloon payment shall be due September 2015 for all unpaid principal. The new note payable terms are reflected in the future maturities schedule noted below, in accordance with *ASC Topic 470: Debt*.

Future maturities of long-term debt are as follows as of June 30, 2013:

2014	\$ 113,926
2015	125,961
2016	431,009
2017	138,846
2018	145,786
Thereafter	<u>2,726,506</u>
	\$ <u>3,682,034</u>

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2013 and 2012

9. Capital Lease Obligations:

The Organization has entered into capital lease obligations on certain equipment. The terms of the leases are between four and five years expiring at various times through 2016. Accordingly, the Organization has recorded the transactions as capital lease obligations. For the years ended June 30, 2013 and 2012, amortization expense totaling \$54,175 and \$64,694, respectively, was included in depreciation and amortization expense. The cost basis of all equipment under capital leases is \$23,968 and \$111,626 as of June 30, 2013 and 2012, respectively.

The following is a schedule, by year, of future minimum lease payments under the capital leases as of June 30, 2013:

2014	\$ 7,770
2015	7,583
2016	<u>2,800</u>
Total minimum lease payments	18,153
LESS: Amount representing interest	<u>1,764</u>
Present value of minimum lease payments	16,389
LESS: Current portion	<u>6,628</u>
Long-term capital lease obligations	\$ <u>9,761</u>

10. Commitments and Contingencies:

Litigation – The Organization is involved in litigation arising in the ordinary course of business. Prior to July 1, 2009, the Organization had been jointly named, along side of a related party, in a malpractice and wrongful death lawsuit against two former employees of the Organization. As of June 30, 2013, the outcome and potential liability in relation to the suit were unknown. Management believes the Organization is not at material risk of loss related to the suit and as such has not provided for an estimate of loss.

Operating Leases:

Speare Memorial Hospital – The Organization leases office space from SMH. Rent expense related to the lease for the years ended June 30, 2013 and 2012 was \$31,296.

Prior to November 15, 2003, Mid-State Health Center (MSHC), formerly known as Speare Medical Associates, was a subsidiary of SMH. Effective November 15, 2003, the Board of Directors of SMH approved a resolution to relinquish control of MSHC to allow MSHC the opportunity to apply for FQHC status to enhance their ability to provide health services to the population of the community. SMH has provided financial assistance to MSHC over the years, including working capital grants and a loan. During 2013 and 2012, SMH provided community benefit grants of \$228,000 and \$328,000, respectively, by varying monthly cash receipts in addition to foregoing collection of certain outstanding payables, primarily related to the monthly rental payments and operating expenses.

In addition to the community benefit grants above, SMH agreed to provide an additional supplemental community benefit grant of \$5,000 per month representing forgiveness of certain outstanding obligations owed by the Organization to SMH. Total debt forgiveness received by the Organization for the year ended June 30, 2012 was \$77,639, representing full satisfaction of its outstanding obligation to SMH.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2013 and 2012

10. Commitments and Contingencies (continued):

Speare Memorial Hospital –

The Organization has an outstanding balance on a line of credit provided by SMH of \$75,000. The funds were initially advanced to establish a lease deposit account with CRDC Plymouth on behalf of the Organization. The line calls for interest at the greater of 2% or the interest earned on the deposit account. The line matures in June 2014.

SMH also agreed that (in addition to the above) any new expenditures by the Organization that would add to the outstanding balances of accounts payable to SMH shall be offset by the community benefit grant funds that would otherwise be distributed.

11. Concentration of Credit Risk:

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors was as follows at June 30:

	<u>2013</u>	<u>2012</u>
Medicare	31.0%	28.9%
Medicaid	9.8%	8.2%
Blue Cross	11.8%	15.2%
Patients	20.5%	20.6%
Other third-party payors	<u>26.9%</u>	<u>27.1%</u>
	<u>100.0%</u>	<u>100.0%</u>

The mix of gross patient service revenue from patients and third-party payors was as follows at June 30:

	<u>2013</u>	<u>2012</u>
Medicare	34.4%	33.6%
Medicaid	9.8%	9.4%
Blue Cross	22.2%	23.7%
Patients	10.4%	9.8%
Other third-party payors	<u>23.2%</u>	<u>23.5%</u>
	<u>100.0%</u>	<u>100.0%</u>

12. Retirement Program:

During 2007, the Organization adopted a tax sheltered annuity plan under 403(b) of the Code for eligible employees. Eligible employees are specified as those who normally work more than 20 hours per week and are not classified as independent contractors. The Organization provides for matching of employee contributions, 50% of the first 6% contributed. Contributions to the plan for the years ended June 30, 2013 and 2012 were \$72,303 and \$65,877, respectively.

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Notes to Consolidated Financial Statements
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13. Other Operating Revenue:

The following summarizes components of other operating revenue for the years ended June 30:

	<u>2013</u>	<u>2012</u>
Other operating revenue:		
Montessori Center	\$ 134,628	\$ 117,358
Pharmacy income - 340B	563,389	515,608
Accountable Care Organization	115,740	86,805
Other operating revenue	<u>116,799</u>	<u>131,447</u>
	<u>\$ 930,556</u>	<u>\$ 851,218</u>

During April 2012, the Organization began participating in the first Medicare Shared Savings program, sponsored by the Center for Medicare Services (CMS). The North Country Accountable Care Organization (ACO) was designated by CMS to be a beneficiary in the program, of which the Organization is involved in a collaborative relationship. The ACO aims to create financial incentives for physicians, hospitals and other healthcare providers to better coordinate care and improve the health of Medicare beneficiaries while lowering their costs. The funds available for the program are distributed to the ACO based upon an agreed-upon amount; the ACO then distributes to the participants based upon need. Starting in April, the Organization started receiving funds from the ACO based on a pre-determined amount per patient per month basis. Currently, the Organization is being paid for 1,607 patients at \$6 per month for the next 15 months.

14. Grants and State Contracts:

The Organization receives various reimbursement grants from the State of New Hampshire and other public and private agencies. The following is a summary of the grant activity for the years ended June 30:

	Total <u>Award</u>	Earned Grant and State Contract <u>Revenue</u>		Outstanding <u>Receivable</u>		Deferred Grants and State Contract <u>Revenue</u>	
		<u>2012</u>	<u>2013</u>	<u>2012</u>	<u>2013</u>	<u>2012</u>	<u>2013</u>
HPHC Quality Grant - 2011	\$ 28,977	\$ 21,732	\$ -	\$ -	\$ -	\$ -	\$ -
HPHC Quality Grant - 2013	71,755	-	17,939	-	53,816	-	53,816
Bi-State Primary Care Grant - 2012	24,063	24,063	-	-	-	-	-
HRSA Grant - 2011	149,694	99,394	-	-	-	-	-
HRSA Grant - 2012	55,877	2,824	31,273	8,190	-	-	-
HRSA Grant - 2013	135,645	-	73,128	-	9,195	-	-
HRSA Grant - 2014	147,202	-	28,528	-	28,528	-	-
NH Primary Care Contract - 2012	117,175	117,175	-	19,529	-	-	-
NH Primary Care Contract - 2013	117,175	-	117,175	117,175	9,765	117,175	-
NH Primary Care Contract - 2014	117,175	-	-	-	117,175	-	117,675
Emergency Preparedness Grant - 2012	104,122	86,528	-	97,499	-	-	-
Emergency Preparedness Grant - 2013	91,000	-	88,659	-	21,166	91,000	-
Emergency Preparedness Grant - 2014	151,380	-	-	-	151,380	-	151,380
Other Grant and Contract Awards	-	<u>23,145</u>	<u>30,895</u>	-	-	-	-
	<u>\$ 1,311,240</u>	<u>\$ 374,861</u>	<u>\$ 387,597</u>	<u>\$ 242,393</u>	<u>\$ 391,025</u>	<u>\$ 208,175</u>	<u>\$ 322,871</u>

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2013 and 2012

15. Health Insurance:

The Organization offers health insurance benefits to all employees under available Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO) plans. Deductibles under the HMO and PPO plans in aggregate are \$2,500 and \$3,000, respectively. The Organization is obligated to pay a certain portion of the deductible required under either plan once the employee's portion has been fully exhausted. For the HMO and PPO plans, the maximum portion of the deductible the Organization is potentially obligated for is \$500 and \$1,000, respectively. The total deductible expense incurred during the years ended June 30, 2013 and 2012 was \$7,846 and \$7,587, respectively.

The Organization provides for an accrual based on the aggregate amount of the liability for reported claims and an estimated liability for claims incurred but not yet reported. At June 30, 2013 and 2012, "accrued expenses and other current liabilities" include an accrued liability related to these plans of \$8,600.

16. Estimated Third-Party Settlements:

Provision has been made for estimated adjustments that may result from final settlement of reimbursable amounts as may be required upon completion and audit of related cost finding reports under terms of contracts with the Center for Medicare and Medicaid Services and the New Hampshire Division of Welfare (Medicaid). Differences between estimated adjustments and amounts determined to be recoverable or payable are accounted for as income or expense in the year that such amounts become known.

17. Related Party:

During 2011, the Organization was gifted a sole membership interest in CRDC Plymouth, Note 1. As a result of the gift, management of the Organization was required to determine the fair value of the underlying assets gifted to and liabilities assumed by the Organization and determine if the transaction contained a differential from the existing book values as of the date of the gift.

Management utilized valuation techniques for medical office space to determine an estimated fair value per square foot resulting in a differential attributed to the building in the amount of \$847,145. The differential will be amortized over the life of the building asset it was attributed to. Amortization related to the differential for both years ended June 30, 2013 and 2012 was \$23,104, included in depreciation and amortization in the consolidated statement of activities.

18. Prior Period Adjustment:

The Organization has restated its previously issued 2012 financial statements to reflect a receivable on the statement of financial position of CRDC and other operating revenue on the statement of activities of \$27,137. As of and for the year ended June 30, 2012, in error, CRDC did not record a receivable from MSHC for certain real estate taxes paid which were reimbursable by MSHC to CRDC. Both the receivable and other operating revenue total between MSHC and CRDC have been eliminated during the consolidation process. The effect of the error has resulted in an increase in unrestricted net assets and corresponding reduction in accrued and other current liabilities of \$27,137 on the consolidated statement of activities as of June 30, 2012. In addition, supplies and other expenses decreased \$27,137 on the consolidated statement of activities for the year ended June 30, 2012.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2013 and 2012

19. Subsequent Events:

The Organization has reviewed events occurring after June 30, 2013 through November 13, 2013, the date the board of trustees accepted the final draft of the financial statements and made them available to be issued. The Organization has identified events requiring disclosure that have occurred between the period of June 30, 2013 and the report date, November 13, 2013, which are noted below. The Organization has not reviewed events occurring after the report date for their potential impact on the information contained in these financial statements.

Subsequent to year end, in August 2013, the Organization re-financed the CCML Investment Fund II, LLC CRDC Plymouth loan 1 and 2 into one note payable with Woodsville Guarantee Savings Bank. The new note matures August 2033, principal and interest payable in monthly installments of \$18,194 and interest charged at a rate of 5.25%. The new note payable terms are reflected in the future maturities schedule, in accordance with *ASC Topic 470: Debt* (see Note 8).

Subsequent to year end, in August 2013, the Organization re-financed the NH Electric Cooperative, Inc. note payable with Woodsville Guarantee Savings Bank. The new note matures August 2018, principal and interest payable in monthly installments of \$3,757, interest charged at a rate of 4.0%. The new note payable terms are reflected in the future maturities schedule, in accordance with *ASC Topic 470: Debt* (see Note 8).

Subsequent to year end, in August 2013, the CCML Investment Fund II, LLC contributed its interest in the outstanding balance on the CRDC Plymouth Loan 3 to MSHC resulting in contribution income of \$482,417.

Subsequent to year end, in September 2013, the Organization re-financed the Woodsville Guarantee Savings note payables with a construction loan. The new loan has an advancement amount up to \$2,700,000, interest only payments beginning October 2013, for 23 consecutive months, interest charged at a rate of 5%. One final balloon payment shall be due September 2015 for all unpaid principal (see Note 8).

Subsequent to year end, in November 2013, the U.S. Department of Health and Human Services Health Resources and Services Administration awarded the Organization Federal 330 funding as a Federally Qualified Health Center totaling \$812,500.

MID-STATE HEALTH CENTER AND SUBSIDIARY
Consolidating Statement of Financial Position – Assets – Schedule 1
As of June 30, 2013

	<u>MSHC</u>	<u>CRDC</u>	<u>ADJ & ELIMS</u>	<u>CONSOLIDATION 2013 CONSOL</u>
Assets				
Current assets				
Cash and cash equivalents	\$ 393,225	\$ 378,080	\$ -	\$ 771,305
Patient accounts receivable, net	389,029	-	-	389,029
Estimated third-party settlements	35,000	-	-	35,000
Grants and state contracts receivable	391,025	-	-	391,025
Prepaid expenses and other receivable	226,821	21,094	(38,863)	209,052
Total current assets	<u>1,435,100</u>	<u>399,174</u>	<u>(38,863)</u>	<u>1,795,411</u>
Related party note receivable	74,601	-	(74,601)	-
Property and equipment, net	574,930	3,111,644	783,609	4,470,183
Other assets				
Deferred financing costs	-	1,931	-	1,931
Other assets	122,901	-	(120,150)	2,751
Investment in subsidiary	783,609	-	(783,609)	-
Total other assets	<u>906,510</u>	<u>1,931</u>	<u>(903,759)</u>	<u>4,682</u>
Total assets	<u>\$ 2,991,141</u>	<u>\$ 3,512,749</u>	<u>\$ (233,614)</u>	<u>\$ 6,270,276</u>

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Liabilities and Net Assets – Schedule 1 As of June 30, 2013

	<u>MSHC</u>	<u>CRDC</u>	<u>ADJ & ELIMS</u>	<u>CONSOLIDATION 2013 CONSOL</u>
Liabilities				
Current liabilities				
Line of credit - SMH (Note 10)	\$ 75,000	-	-	\$ 75,000
Accounts payable	312,129	11,179	(11,179)	312,129
Construction payable	34,955	-	-	34,955
Accrued expenses and other current liabilities	64,835	49,734	(27,684)	86,885
Accrued payroll and related expenses	179,785	-	-	179,785
Accrued earned time	256,704	-	-	256,704
Current portion of long-term debt	825	113,101	-	113,926
Current portion of capital lease obligations	6,628	-	-	6,628
Deferred grants and state contract revenue	322,871	-	-	322,871
Total current liabilities	<u>1,253,732</u>	<u>174,014</u>	<u>(38,863)</u>	<u>1,388,883</u>
Lease deposits	-	120,150	(120,150)	-
Related party note payable	-	74,601	(74,601)	-
Long-term debt, less current portion	298,836	3,269,272	-	3,568,108
Capital lease obligations, less current portion	9,761	-	-	9,761
Total liabilities	<u>1,562,329</u>	<u>3,638,037</u>	<u>(233,614)</u>	<u>4,966,752</u>
Net assets				
Unrestricted	645,203	(125,288)	-	519,915
Temporarily restricted	783,609	-	-	783,609
Total net assets	<u>1,428,812</u>	<u>(125,288)</u>	<u>-</u>	<u>1,303,524</u>
Total liabilities and net assets	<u>\$ 2,991,141</u>	<u>\$ 3,512,749</u>	<u>\$ (233,614)</u>	<u>\$ 6,270,276</u>

MID-STATE HEALTH CENTER AND SUBSIDIARY
Consolidating Statement of Activities and Changes in Net Assets – Schedule 2
For the Year Ended June 30, 2013

	MSHC	CRDC	ADJ & ELIMS	CONSOLIDATION 2013 CONSOL
Changes in unrestricted net assets				
Unrestricted revenue, gains and other support				
Net patient service revenue	\$ 5,062,724	\$ -	\$ -	\$ 5,062,724
Community Benefit Grant	228,000	-	-	228,000
Other grant and state contract revenue	387,597	-	-	387,597
Other operating revenue	930,219	366,822	(366,485)	930,556
Total unrestricted revenue, gains and other support	<u>6,608,540</u>	<u>366,822</u>	<u>(366,485)</u>	<u>6,608,877</u>
Expenses				
Salaries and wages	3,952,349	-	-	3,952,349
Employee benefits	845,074	-	-	845,074
Insurance	98,084	-	-	98,084
Professional fees	304,847	6,590	-	311,437
Supplies and expenses	1,308,558	61,046	(366,485)	1,003,119
Depreciation and amortization	80,156	80,601	23,104	183,861
Interest expense	4,135	215,231	-	219,366
Total expenses	<u>6,593,203</u>	<u>363,468</u>	<u>(343,381)</u>	<u>6,613,290</u>
Increase (decrease) in net assets from operating activities	<u>15,337</u>	<u>3,354</u>	<u>(23,104)</u>	<u>(4,413)</u>
Non-operating gains (losses)				
Gain on disposal of fixed assets	959	-	-	959
Loss on investment in subsidiary	(23,104)	-	23,104	-
Net assets released from restrictions used for property and equipment	23,104	-	-	23,104
Total non-operating gains (losses)	<u>959</u>	<u>-</u>	<u>23,104</u>	<u>24,063</u>
Increase (decrease) in unrestricted net assets	<u>16,296</u>	<u>3,354</u>	<u>-</u>	<u>19,650</u>
Changes in temporarily restricted net assets				
Net assets released from restrictions	(23,104)	-	-	(23,104)
Decrease in temporarily restricted net assets	(23,104)	-	-	(23,104)
Change in net assets	(6,808)	3,354	-	(3,454)
Net assets (deficit), beginning of year	<u>1,435,620</u>	<u>(128,642)</u>	<u>-</u>	<u>1,306,978</u>
Net assets (deficit), end of year	<u>\$ 1,428,812</u>	<u>\$ (125,288)</u>	<u>\$ -</u>	<u>\$ 1,303,524</u>

MID-STATE HEALTH CENTER AND SUBSIDIARY
Consolidating Statement of Financial Position – Assets – Schedule 3
As of June 30, 2012

	<u>MSHC</u>	<u>CRDC</u>	<u>ADJ & ELIMS</u>	<u>CONSOLIDATION 2012 CONSOL</u>
Assets				
Current assets				
Cash and cash equivalents	\$ 303,332	\$ 322,638	\$ -	\$ 625,970
Patient accounts receivable, net	386,786	-	-	386,786
Estimated third-party settlements	35,000	-	-	35,000
Community benefit grant receivable	106,244	-	-	106,244
Grants and state contracts receivable	242,393	-	-	242,393
Prepaid expenses and other receivable	159,868	52,821	(52,821)	159,868
Total current assets	<u>1,233,623</u>	<u>375,459</u>	<u>(52,821)</u>	<u>1,556,261</u>
Related party note receivable	74,601	-	(74,601)	-
Property and equipment, net	<u>273,221</u>	<u>3,192,244</u>	<u>806,713</u>	<u>4,272,178</u>
Other assets				
Deferred financing costs	-	23,594	-	23,594
Deposits and other assets	123,496	-	(119,829)	3,667
Investment in subsidiary	806,713	-	(806,713)	-
Total other assets	<u>930,209</u>	<u>23,594</u>	<u>(926,542)</u>	<u>27,261</u>
Total assets	<u>\$ 2,511,654</u>	<u>\$ 3,591,297</u>	<u>\$ (247,251)</u>	<u>\$ 5,855,700</u>

MID-STATE HEALTH CENTER AND SUBSIDIARY
Consolidating Statement of Financial Position – Liabilities and Net Assets – Schedule 3
As of June 30, 2012

	<u>MSHC</u>	<u>CRDC</u>	<u>ADJ & ELIMS</u>	<u>CONSOLIDATION 2012 CONSOL</u>
Liabilities and net assets				
Current liabilities				
Line of credit - SMH (Note 10)	\$ 75,000	-	-	\$ 75,000
Accounts payable	261,310	-	-	261,310
Accrued expenses and other current liabilities	110,486	52,419	(52,821)	110,084
Accrued payroll and related expenses	155,009	-	-	155,009
Accrued earned time	228,230	-	-	228,230
Current portion of long-term debt	-	87,928	-	87,928
Current portion of capital lease obligations	27,430	-	-	27,430
Deferred grants and state contract revenue	208,175	-	-	208,175
Total current liabilities	<u>1,065,640</u>	<u>140,347</u>	<u>(52,821)</u>	<u>1,153,166</u>
Lease deposits	-	119,829	(119,829)	-
Related party note payable	-	74,601	(74,601)	-
Long-term debt, less current portion	-	3,385,162	-	3,385,162
Capital lease obligations, less current portion	10,394	-	-	10,394
Total liabilities	<u>1,076,034</u>	<u>3,719,939</u>	<u>(247,251)</u>	<u>4,548,722</u>
Net assets				
Unrestricted	628,907	(128,642)	-	500,265
Temporarily restricted	806,713	-	-	806,713
Total net assets	<u>1,435,620</u>	<u>(128,642)</u>	<u>-</u>	<u>1,306,978</u>
Total liabilities and net assets	<u>\$ 2,511,654</u>	<u>\$ 3,591,297</u>	<u>\$ (247,251)</u>	<u>\$ 5,855,700</u>

MID-STATE HEALTH CENTER AND SUBSIDIARY
Consolidating Statement of Activities and Changes in Net Assets – Schedule 4
For the Year Ended June 30, 2012

	MSHC	CRDC	ADJ & ELIMS	CONSOLIDATION 2012 CONSOL
Changes in unrestricted net assets				
Unrestricted revenue, gains and other support				
Net patient service revenue	\$ 4,921,553	\$ -	\$ -	\$ 4,921,553
Community Benefit Grant	328,000	-	-	328,000
Other grant and state contract revenue	374,861	-	-	374,861
Other operating revenue	850,743	365,799	(365,324)	851,218
Total unrestricted revenue, gains and other support	<u>6,475,157</u>	<u>365,799</u>	<u>(365,324)</u>	<u>6,475,632</u>
Expenses				
Salaries and wages	3,713,052	-	-	3,713,052
Employee benefits	777,887	-	-	777,887
Insurance	102,631	-	-	102,631
Professional fees	264,530	5,000	-	269,530
Supplies and expenses	1,264,062	55,780	(365,324)	954,518
Depreciation and amortization	96,311	81,061	23,104	200,476
Interest expense	5,626	204,520	-	210,146
Total expenses	<u>6,224,099</u>	<u>346,361</u>	<u>(342,220)</u>	<u>6,228,240</u>
Increase (decrease) in net assets from operating activities	<u>251,058</u>	<u>19,438</u>	<u>(23,104)</u>	<u>247,392</u>
Non-operating gains (losses)				
Gain on disposal of fixed assets	100	-	-	100
Gain on transition of CRDC Plymouth	20,576	-	-	20,576
Loss on investment in subsidiary	(23,104)	-	23,104	-
Net assets released from restrictions used for property and equipment	23,104	-	-	23,104
Total non-operating gains (losses)	<u>20,676</u>	<u>-</u>	<u>23,104</u>	<u>43,780</u>
Increase (decrease) in unrestricted net assets	<u>271,734</u>	<u>19,438</u>	<u>-</u>	<u>291,172</u>
Changes in temporarily restricted net assets				
Net assets released from restrictions	(23,104)	-	-	(23,104)
Increase in temporarily restricted net assets	<u>(23,104)</u>	<u>-</u>	<u>-</u>	<u>(23,104)</u>
Change in net assets	248,630	19,438	-	268,068
Net assets (deficit), beginning of year	<u>1,186,990</u>	<u>(148,080)</u>	<u>-</u>	<u>1,038,910</u>
Net assets (deficit), end of year	<u>\$ 1,435,620</u>	<u>\$ (128,642)</u>	<u>\$ -</u>	<u>\$ 1,306,978</u>



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Board of Directors
2014-2015**

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Voting Member

Ann Blair
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Diane Arsenault, MD, FAAFP, Physician

Tonya Warren, PsyD, Behavioral Health Director

Frederick S. Kelsey, MD, FACP, Medical Director

Sharon Beaty, MBA, CMPE, Chief Executive Officer

Mission Statement

Mid-State Health Center provides sound primary care to the community, accessible to all regardless of their ability to pay.

Plymouth Office: 101 Boulder Point Drive • PH (603) 536-4000 • FAX (603) 536-4001

Bristol Office: 100 Robie Rd • PH (603) 744-6200 • FAX (603) 744-9024

Mailing Address: 101 Boulder Point Drive • Suite 1 • Plymouth, NH 03264

KEY ADMINISTRATIVE PERSONNEL - Amendment 1

NH Department of Health and Human Services

Contractor Name: Mid-State Health Center

Name of Program: Regional Public Health Network Services

BUDGET PERIOD			
Vacant	PHN Coordinator	\$60,320	0.00%
Sharon Beaty	CEO	\$167,000	0.00%
Bill Sweeney	CFO	\$121,118	0.29%
Peggy Rosen	Director of Quality	\$48,738	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

BUDGET PERIOD			
Vacant	PHN Coordinator	\$60,320	0.00%
Sharon Beaty	CEO	\$167,000	1.50%
Bill Sweeney	CFO	\$121,118	0.29%
Peggy Rosen	Director of Quality	\$48,738	1.00%
Chelsea Sanders	Administrative Assistant	\$28,080	2.35%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

PUBLIC HEALTH NETWORK COORDINATOR

Greater Plymouth Public Health Network

The Public Health Network Coordinator supports and promotes continued development of regional and local public health emergency planning and response capacity.

Duties include:

- Is the Point Of Contact for the Greater Plymouth PHN Emergency Preparedness Plan and provides staff support to the Regional Coordinating Committee (RCC) for public health emergency planning.
- In addition to the RCC members, coordinates and cooperates with state and local stakeholders (e.g. health officers, public health officials, first responders, community officials, health care agencies, primary and secondary schools, etc.) to assure that planning efforts are integrated and systematic.
- Responsible for updating the all hazards Public Health Emergency Preparedness and Response Plan and related annexes and appendices.
- Disseminates plans, offers orientation to plans and works cooperatively to assure integration of regional plans with municipal and agency-based emergency plans.
- Facilitates access to public health emergency-related training for regional stakeholders including health officers and other municipal officials.
- Works collaboratively to plan workshops and exercises for improving regional public health emergency response plans.
- Provides outreach and facilitates training for emergency volunteers with an emphasis on Medical Reserve Corps.
- Serves a liaison function for the region with the NH Department of Health and Human Services and Homeland Security and Management as requested.

Reports to: Project Manager of the Central New Hampshire Health Partnership

Qualifications: Prior experience and current certifications in emergency planning preferred. Applicable education and training background includes fire, police or EMT training, Bachelor's Degree in Public Health or closely related field. Master's degree or Certificate in Public Health Emergency Preparedness from an accredited School of Public Health preferred. Must be organized, have strong writing skills, and be effective at building coalitions. Ability to achieve HSEEP certification required.

Hours: This is a half-time position. The work schedule may vary with need and may include evening and weekend hours.

SHARON BEATY

Career Objective

To apply administrative and financial expertise in the health-care industry, encouraging positive relationships between a growing physician community and its associated medical system, and promoting capabilities of service providers to treat patients effectively while improving financial viability and profitability

Credentials

FACMPE, Fellow of the American College of Medical Practice Executives

Master of Business Administration, Baylor University Bachelor of Science in Chemistry, Texas Tech University

Summary of Qualifications

Expertise in strategic planning, financial management and analysis and contract negotiations with providers and managed-care entities. Administrative skills, specifically in management of medical facilities. Experience in operations, finance, and billing including regulatory compliance and legislative issues. Understanding of ancillary services and procedures. Knowledge of Medicare/Medicaid and third-party-payor billing/ filing requirements. Computer literacy, both software and hardware. Communication and personnel management expertise.

Professional Experience

October 2002 to Present

Chief Executive Officer, Mid-State Health Center, Plymouth, New Hampshire. Direct operations for three clinic sites including strategic planning, marketing, budgeting, contracting and physician management. Develop programs for physician recruitment and retention as well as physician compensation plans. Provide venues for financial reporting and analysis and improvement of revenue streams while assuring access to care for local populations. Attained FQHC Look-Alike status and planned for new facility.

October 1999 to October 2002

Vice President for Business Development, Central Kansas Medical Center, Great Bend, Kansas (as of April 2001) Direct all hospital-owned and contracted practices, strategic planning, marketing, managed-care contracting, billing, and accounts receivable. Responsibilities include direction of outlying operations for multiple specialists, labs, radiology, pathology, and physician recruitment. Develop strategies for physician retention and provision of administrative support and expertise for local physician groups, including contract negotiation. . To expand availability of primary care, recently opened an additional family practice, including acquisition of facility and installation of paperless medical record system.

Director of Clinics and Physician Recruitment, Central Kansas Medical Center, Great Bend, Kansas Administered hospital-owned rural health practices, including strategic planning, marketing, managed-care contracting, billing and accounts receivable. Developed outlying operations for multiple specialists. Act as physician recruiter, developing strategies for physician retention and providing administrative support and expertise for local physician groups, including contract negotiation. Improved internal medicine practice, reducing losses by 55% in first year, with projection of 10% profit (above physician salaries) for coming budget

year. Developed hospital-owned family practice in adjacent community, remodeling building to house practice and separate specialty clinic.

January 1998 to October 1999

Administrator, Abilene Lung Physicians, Abilene, Texas Full responsibility for management of practice including long-term planning, managed care contracting, accounts receivable, accounts payable, maintenance of computer software (including formatting and design of system) and hardware, payroll, personnel, and retirement planning. Served as consultant to other physician groups concerning billing and insurance claims, as well as cost reporting for rural health clinics.

July 1994 to December 1997

Administrator, Rolling Plains Rural Health Clinic and Rolling Plains Physicians Office, Sweetwater, Texas Merged six individual physician practices, including two nurse practitioners, full-reference laboratory, radiology department, and forty employees. Developed and installed systems for billing, collections, and personnel management, including provisions for rural health clinic status, cost reporting and billing. Increased revenues by more than 80% in two and one-half years while maintaining profitability of above 50%. Oversaw all aspects of design and construction of new facility, from initial planning to transition management, including development of financing package and all contracting.

May 1981 to July 1994

Private consultant for professional offices Consulted for professional practices including medical practices: Researched needs for software and hardware. Purchased and installed computer systems. Evaluated office management performance and recommended and implemented solutions for office problems or limitations. Served on the elected board of the Nolan County Hospital District, 1991-1993.

September 1979 to May 1981

Research Assistant, Center for Private Enterprise and Entrepreneurship, Hankamer School of Business, Baylor University, Waco, Texas. Interviewed and surveyed national sample of entrepreneurs and their lifetime experiences while pursuing graduate studies.

January 1974 to September 1979

Laboratory Director, Rolling Plains Memorial Hospital, Sweetwater, Texas Served on Joint Commission Accreditation Committee, and assisted hospital administrator with public relations. Recognized future needs for administrative expertise that would be required for medical service industry to adapt to a new era. Resigned to acquire MBA.

Memberships and Interests

Fellow in American College of Medical Practice Executives, Medical Group Management Association, National Assoc. of Rural Health Clinics, Rotary International, former member of Taylor County Board of American Heart Association, former board member of West Texas Girl Scout Council, enjoy skiing and scuba diving as well as musical interests and community theatre.

William Sweeney

- Objective** Seeking a challenging and rewarding job in finance and accounting within a medical office context.
- Education** 5/1997 Plymouth State College Plymouth, NH
Bachelor's of Science in Accounting
- Graduated Cum Laude with a 3.33 GPA on a 4.0 scale.
 - Minor in Mathematics
- Professional experience** 1/1997-Present Mid-State Health Center Plymouth, NH
Chief Financial Officer
- Prepare financial statements, reconcile bank account and compile provider productivity which is used to calculate their salary. Experience with billing office and hospital charges for PCP office, management of employees, use of MS Office, and some technical support ability; bill all hospital and home visit claims for 10 providers, supervise business office staff, assist reception staff to ensure proper charge entry for office visits, and answer coding questions from providers, receptionists, and other business office personnel. Download and transmit all insurance claims and patient statements to a clearinghouse. Created a hospital procedures form for out of office procedures.
- References** Available upon request.
- Awards received**
- Dean's list, spring semester 1994
 - President's list, fall semester 1994
 - Dean's list, spring semester 1995
 - Certificate of Merit, May 1995
 - Certificate of Merit, May 1996
 - Certificate of Attendance: Troubleshooting, Maintaining & Upgrading PCs

PEGGY ROSEN

EDUCATION

1987-1990 University of Maryland College Park, MD
Master of Arts, Health Education
Specialty: Worksite Health Promotion

1977-1979 University of Maryland at Baltimore Baltimore, MD
Bachelor of Science, Nursing

1975-1977 Frostburg State College Frostburg, MD
Pre-Nursing Curriculum

PROFESSIONAL EXPERIENCE

3/2007 to Present Mid-State Health Center Plymouth, NH
Director of Quality

- Implementing a system of continuous quality improvement for appropriate and high-quality patient care.

5/2009 to Present Central New Hampshire Health Partnership
Projects Manager

- Providing project oversight and reporting for grant-funded and contract-funded projects implemented through the Central New Hampshire Health Partnership.

10/2004 to Present Campton, NH
Freelance Writer

- Published in Natural New England, New Hampshire ToDo Magazine, Heart of New Hampshire Magazine, Fandangle magazine, and Stories That Lift.

9/1997 to Present Plymouth State University, NH
Ice Skating Instructor (Part-time, contracted services)

- Competencies include individual and group on-ice instruction, lesson plan development, program choreography and training for competition and exhibition for students of all ages and abilities. Program Director for Magic Blades Figure Skating Club from July 1988 to Sept. 2005.

4/1996-7/1997 MercyCare Corporation/St. Peter's Hospital Albany, NY

Case Manager, Occupational Health

- Responsibilities included multi-disciplinary management of Worker's Compensation and Disability cases, conducting corporate health and safety needs assessments analyzing assessment data, identifying trends, and developing and implementing a Health and Safety Continuous Quality Improvement Program.

6/1991-4/1996 Mercycare Corporation/St. Peter's Hospital Albany, NY
Manager, Employee Health Service

- Responsibilities included providing direction for all aspects of the Employee Health Service, addressing health and safety issues for 4500 employees and volunteers in a corporate health care setting. This position included supervision of four staff members.

10/1990- 5/1991 Albany Medical Center Albany, NY
Staff Nurse, Dialysis Services

- Responsibilities included initiation, monitoring, and termination of treatment for acute and chronic hemodialysis and peritoneal dialysis patients.

1/1990 Anne Arundel Community College Arnold, MD
Adjunct Faculty for HEA114 "Fitness And Health"

- Included curriculum development instruction, and evaluation of student performance.

1985-1990 Anne Arundel Medical Center Annapolis, MD
Health Education Instructor

- Developed, implemented, and evaluated community education programs such as exercise-walking, smoking cessation, stress management, and nutrition.

1980-1990 Anne Arundel Medical Center Annapolis, MD
Staff Nurse, Inpatient Psychiatric Service (1980-1986 full time; 1986-1990 per diem)

- Responsibilities included direct patient care as a Primary Nurse, coordinating the activities of the Primary Team for their assigned patients, and facilitating therapy groups.

1979-1980 Anne Arundel Medical Center Annapolis, MD
Staff Nurse, Medical/Surgical Service

- Responsibilities included direct patient care, patient teaching, and coordinating LPN and Nursing Assistant activities for assigned patients.

Chelsea Leigh Sanders

101 Boulder Point Drive, Suite #1
Plymouth, N.H. 03264
Phone: (603)-536-4000 Extension 1010
Email: csanders@midstatehealth.org

Objective:

I am a recent graduate of Plymouth State University with a Bachelor's degree in English Literature. I currently seek an engaging, dependable position in a friendly but dynamic environment where I would be provided the opportunity to exercise my strong computer, time management, organizational and people skills. The majority of my work experience has been gained in the field of clerical or office work and I genuinely believe that my particular set of skills would be an asset to any company actively seeking a dedicated, hard working candidate who is dedicated to providing exceptional customer service.

Education:

Issuing Institution	Degree Obtained	Course of Study
Sant Bani School	High School Diploma	General Curriculum
Plymouth State University	Bachelor's Degree	English Literature

Honors and Activities:

- Made either the Dean's or President's list for five consecutive semesters.
- Graduated Magna Cum Laude with a 3.6 Grade Point Average
- Volunteered at Golden View Health Care Center for the duration of my High School career, assisting in getting residents to and from activities and meals.
- Was one of four undergraduate panel members to present at Plymouth State University's thirty-third annual Medieval and Renaissance Forum; I presented my fourteen page thesis on a pedagogical analysis of Christopher Marlowe's play *Doctor Faustus*.

Employment History:

August 2014 to Present
Administrative Assistant for Mid-State Health Center
Plymouth, N.H. 03264

Duties:

- Responsible for assisting Management Team, Directors, Providers and Board members with their daily activities and various projects. Providing Administrative support to Mid-State's Chief Executive Officer.

June 2013 to September 2013 (seasonal)
Baker for Star Island Corporation
Portsmouth, N.H.

Duties:

- Responsible for all the baking done on island and served to the guests at the Oceanic Hotel.

Skills:

- Multitasking, time management and creativity.

October 2010 to June 2013

Telephone Operator for I.R Communications

Laconia, N.H.

Duties:

- Responsible for answering the phone for over seventy-five different clients, including ambulances, crisis hotlines, doctor's offices and clinics.
- Recording incoming faxes and delivering messages to employees on call after hours.

Skills:

- Computer aptitude of the database where all messages are recorded and stored until delivered; this required the ability to communicate messages clearly and efficiently, both over the phone and through written messages, to ensure the recipient received information in a timely manner.
- Due to the fact that only one operator works at a time, the employment of multitasking skills is imperative to a job well done; organization and memory are key in ensuring that important messages are promptly transcribed and delivered.
- Customer service over the phone.

Reason for Leaving:

- I submitted my notice of resignation after three years of employment because there seemed to be no availability for promotion and no chance to increase my hours above less than part-time.

January 2010 to June 2010

Secretary for Detail Food Service

Las Vegas, N.V.

Duties:

- Responsible for answering all customer telephone calls, emails and faxes.
- Additionally, I was also accountable for organizing warehouse inventory, inputting customer orders, ensuring that manufacturers received these orders and, occasionally, creating promotional fliers for the brokerage.

Skills:

- Computer aptitude including scanning, presentation creating and numerous Microsoft softwares (Outlook, Excel, Word and MCS).
- Creating spreadsheets.
- Organizing both inventory and files.
- Maintained multiple calendars and schedules on Microsoft Outlook for Employers.

Reason for Leaving:

- In June 2010, after six months of employment at Detail Food Service, I finished the Spring semester at UNLV and applied to transfer to PSU so I could move home to New Hampshire.

August 2008 to December 2009

File Clerk for The North Las Vegas Municipal Court

North Las Vegas, N.V.

Duties:

- Responsible for organizing and filing important case information, criminal records, etc.
- One member of a small team that successfully updated and reorganized the accounts receivable record wall and the closed case storage rooms.

Skills:

- Computer aptitude, including the management of accounts receivable, word documents and court specific programs required for the input of data.
- General comprehension of the Spanish language as well as speaking capability.

Reason for Leaving:

- In December 2009, all temp employees and paid interns were laid off indefinitely due to financial issues.

Detailed References furnished upon request

Handwritten initials/signature



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



100 Bond

Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 23, 2013

G&C Approved

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

Date 6/19/13
Item # 100

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into an agreement with the Mid-State Health Center (Vendor #158055-B001), 101 Boulder Point Drive, STE 1, Plymouth, NH 03264, in an amount not to exceed \$303,760.00, to improve regional public health emergency preparedness, substance misuse prevention and related health promotion capacity, and implement school-based influenza clinics, 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 SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

92.72% Federal, 7.28% General

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$76,000.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$76,000.00
			Sub-Total	\$152,000.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
			Sub-Total	\$130,760.00

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90023010	\$10,500.00
SFY 15	102-500731	Contracts for Prog Svc	90023010	\$10,500.00
			Sub-Total	\$21,000.00
			Total	\$303,760.00

EXPLANATION

Funds in this agreement will be used to allow the Mid-State Health Center to align a range of public health and substance misuse prevention and related health promotion activities. The Mid-State Health Center will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

This agreement will build regional capacity in four broad areas: a Regional Public Health Advisory Committee; Regional Public Health Preparedness; Substance Misuse Prevention and Related Health Promotion services; and School-Based Seasonal Influenza Clinics. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

The Mid-State Health Center will also lead a coordinated effort with regional public health, health care and emergency management partners to develop and exercise regional public health emergency response plans to improve the region's ability to respond to public health emergencies. The Mid-State Health Center will also coordinate a Medical Reserve Corps unit made up of local volunteers who work in emergency medical clinics and shelters. These regional activities are integral to the State's capacity to respond to public health emergencies.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and "super storm" Sandy.

The Mid-State Health Center will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play. "

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

The Mid-State Health Center will also implement seasonal influenza vaccination clinics in select schools. This initiative represents their ability to expand the range of public health services they offer that are data-driven, known to be effective, and respond to regional needs. Seasonal influenza vaccination rates lag behind the rates for all other recommended childhood immunizations. In order to increase the percent of children six months through 18 years of age who are vaccinated against influenza, New Hampshire must increase access to vaccination services in the school-aged population. New Hampshire's efforts to vaccinate infants and young children against influenza have been more successful than efforts to vaccinate school children, as demonstrated by Medicaid data. The Division of Public Health Services' goal is to increase the percent of children ages 5-12 from 60% in the 2011-2012 influenza season and from 32% for children age 13-17 years in that same period to the national Healthy People 2020 goal of 80% for all children.

Achieving higher rates of immunization in a school community is known to lower absenteeism among children and school staff. Schools will be targeted in order to access children who may experience the greatest barriers to vaccination including, but not limited to: a lack of local medical providers; lack of transportation; socioeconomic status; or who live in communities in Medically Underserved Areas.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in this region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services. Finally, the ability to increase immunization rates among children who experience barriers to this preventative measure would be lost.

The Mid-State Health Center was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with the Mid-State Health Center being the sole bid to provide these services in this region. This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Emergency preparedness services were contracted previously with this agency in SFY 2012 in the amount of \$76,000. This agreement represents level funding. School-based influenza clinic services were contracted previously with this agency in SFY 2012 in the amount of \$15,000. School vaccination funding is reduced by \$4,500 as a result of moving to a more targeted program that also allows for this program to be expanded to three additional Public Health Networks statewide. This is the initial agreement with this Contractor for substance misuse prevention and related health promotion services.

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

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.

- Representation of at least 70% of the 13 healthcare sector partners identified by the Division of Public Health Services that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).
- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic.
- Percent of students receiving seasonal influenza vaccination
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

Area served: Alexandria, Ashland, Bridgewater, Bristol, Campton, Ellsworth, Groton, Hebron, Holderness, Lincoln, Livermore, Plymouth, Rumney, Thornton, Warren, Waterville Valley, Wentworth and Woodstock.

Source of Funds is 92.72% Federal Funds from the U.S. Centers for Disease Control and Prevention and Substance Abuse and Mental Health Services Administration and 7.28% General Funds.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 23, 2013
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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



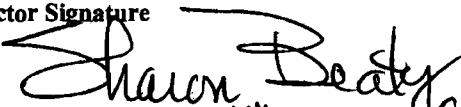
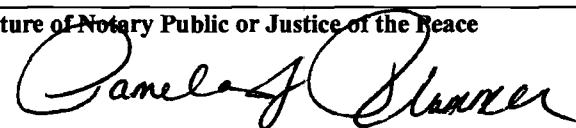
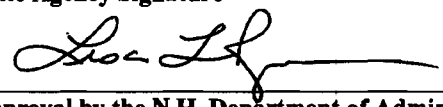
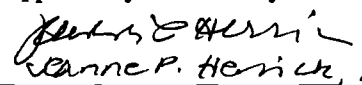
Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js

Subject: Regional Public Health Network Services

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 Mid-State Health Center		1.4 Contractor Address 101 Boulder Point Drive, STE 1 Plymouth, NH 03264	
1.5 Contractor Phone Number (603) 536-4000	1.6 Account Number 05-95-90-902510-5171-102-500731 See Exhibit B for additional account numbers.	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$303,760.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sharon Beaty, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>5/10/13</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 Pamela J Plummer			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Anne P. Herwick, Attorney On: <u>27 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services
Regional Public Health Network Services

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

CONTRACTOR NAME: Mid-State Health Center
101 Boulder Point Drive, STE 1
ADDRESS: Plymouth, NH 03264
CEO: Sharon Beaty
TELEPHONE: (603) 536-4000

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related

services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups
 - 5.7. Documentation and record-keeping

- 5.8. Process for reviewing and revising the policies and procedures
6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.¹
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Coordinate a hazard vulnerability assessment (HVA) (aka jurisdictional risk assessment) focused on public health, health care and behavioral health systems. The HVA will consist of 3 half-day meetings of regional partners that assess the impact to these three systems in the region from various types of hazards; identify existing preparedness capabilities that mitigate the impact; and identify priority interventions to address gaps. The HVA will be led by DHHS staff and an agency contracted by the DPHS.

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
 - 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).
 - 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
 - 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. School-Based Seasonal Influenza Vaccination Services

1. Implement vaccination programs against seasonal influenza in primary, middle, and high schools based on guidance and protocols from the NH Immunization Program (NHIP).
 - 1.1 Recruit public and non-residential private schools to participate in school-based clinics based on priorities established by the DPHS. Priorities may be based on socioeconomic status, prior year vaccination rates, or other indicators of need.
 - 1.2 School influenza vaccination clinics must be held during the school day (approximately 8 A.M. to 4 P.M.) and on school grounds.
 - 1.3 As requested by the DPHS, use the IRMS to manage vaccine provided under the auspices of the DPHS NHIP.
 - 1.4 Submit all required documentation for immunized individuals to the NHIP within 10 business days after each clinic.
 - 1.5 Report all known adverse reactions according to protocols established by the NHIP.
 - 1.6 Dispose of all biological waste materials in accordance with regulations established by the State of New Hampshire.
 - 1.7 Conduct debriefings after each clinic to identify opportunities for improvements.

5. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.

- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

6. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

Immunization Services

1. Participate in bi-monthly conference calls with NHIP staff.
2. Attend a half-day Training of Trainers in-service program offered by the NHIP.

7. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. School-based Vaccination Services
- e. Training and Technical Assistance
- f. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.
 - 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
 - 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2 Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness and School- Based Immunization Clinics

1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion

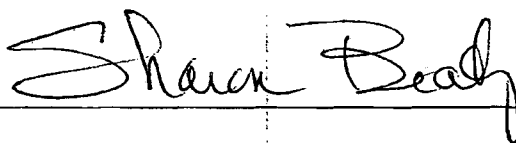
1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).
 - 1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

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 appropriate DHHS office immediately for additional guidance.

Executive Director Signature: _____



NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

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

CONTRACTOR NAME: Mid-State Health Center
101 Boulder Point Drive, STE 1
ADDRESS: Plymouth, NH 03264
CEO: Sharon Beaty
TELEPHONE: (603) 536-4000

Vendor #158055-B001	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734
	Job #90023010	Appropriation #05-95-90-902510-5178-102-500731

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:

\$152,000 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds, \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959), and \$21,000 for School Based Vaccination Clinics, funded from 100% federal funds from the National Center for Immunization and Respiratory Diseases, CDC, (CFDA #93.268).

TOTAL: \$303,760

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.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

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

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, 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, DHHS in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. **Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

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.

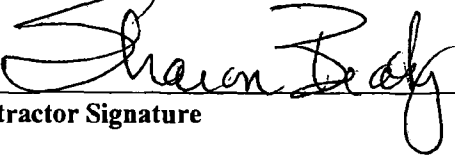


NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

	
Contractor Signature	Contractor's Representative Title
Mid-State Health Center	
Contractor Name	Date



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Regional Public Health Network Services**

This 1st Amendment to the North Country Health Consortium, contract (hereinafter referred to as "Amendment One") dated this 14th day of November, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #97, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to change the scope of services and the price limitation, and

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

1. **Change** price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$477,760.
2. **Add** Exhibit A-1, Additional Scope of Services
3. **Amend** Exhibit B, Purchase of Services, Contract Price, to add:
 - 1.1. The contract price shall increase by \$25,000 for SFY 2015 for a total increase of \$25,000.
 - 1.2. Funding is available as follows:
 - \$15,000 - 100% Federal Funds from the Substance Abuse and Mental Health Services, CFDA #93.959, Federal Award Identification Number (FAIN), T1010035-14;
 - \$10,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037.
4. **Amend** Exhibit B, Purchase of Services, Contract Price, to:

Delete: Paragraph 6 and,



Replace with:

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

5. **Amend** Budget to add: Exhibit B-1 (2015)

6. **Amend** Exhibit C, Special Provisions to:

Delete: Exhibit C, Special Provisions,

Replace with: Exhibit C, Special Provisions Amendment #1

7. **Add**: Exhibit C-1, Revisions to General Provisions

8. **Amend** Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance to:

Delete: Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and;

Replace with: Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection Amendment #1

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



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

State of New Hampshire
Department of Health and Human Services

11/15/15
Date

[Signature]
Brook Dupee
Bureau Chief

North Country Health Consortium

11/14/14
Date

[Signature]
Name: Nancy Frank
Title: Executive Director

Acknowledgement:

State of NH, County of Grafton on 11/14/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace
Amy Holmes, Notary
Name and Title of Notary or Justice of the Peace



My Commission Expires: May 23, 2017



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

OFFICE OF THE ATTORNEY GENERAL

Date 1/26/15

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

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Contractor Initials: [Signature]
Date: 1/14/15



Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is

Handwritten initials

11/14/14



Exhibit A-1

made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.

- 1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.
- 1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

- 1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.
- 1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:
 - 1.2.1 Understand the nature of substance use disorders;
 - 1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;
 - 1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;
 - 1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;
 - 1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:
 - 1.2.5.1 Environmental strategies
 - 1.2.5.2 Prevention services
 - 1.2.5.3 Intervention services
 - 1.2.5.4 Treatment services
 - 1.2.5.5 Recovery support services
- 1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.
 - 1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and



Exhibit A-1

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
 - 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
 - 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Reporting Requirements

1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

1. Completion and approved work plan within one month of the approved contract.
2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

1. Completion and approved work plan within one month of the approved contract.

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Exhibit A-1

2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

 JF

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**Exhibit B-1 - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: North Country Health Consortium

Regional Public Health Network Amendment

Budget Request for: Award

(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 17,003.00	\$ -	\$ 17,003.00	
2. Employee Benefits	\$ 3,741.00	\$ -	\$ 3,741.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 254.00	\$ -	\$ 254.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 440.00	\$ -	\$ 440.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 85.00	\$ -	\$ 85.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 465.00	\$ -	\$ 465.00	
Insurance	\$ 285.00	\$ -	\$ 285.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ 454.00	\$ -	\$ 454.00	
Indirect (10%)	\$ -	\$ 2,273.00	\$ 2,273.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 22,727.00	\$ 2,273.00	\$ 25,000.00	

Indirect As A Percent of Direct

10.0%



SPECIAL PROVISIONS

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

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

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



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

3. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of the competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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Exhibit C-1

4. Insurance

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 The contractor certifies that it is a 501(c)(3) contractor whose annual amount of contract work for the State of New Hampshire 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 for 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.

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 11/19/14



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

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

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

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

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

Exhibit G- Amendment #1

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

Contractor Initials

MT

Date

11/14/14

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



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

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

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

Contractor Name:

11/14/14
Date

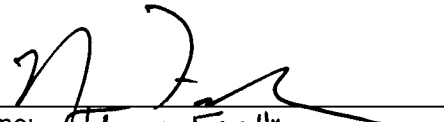

Name: Nancy Frank
Title: Executive Director

Exhibit G- Amendment #1

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

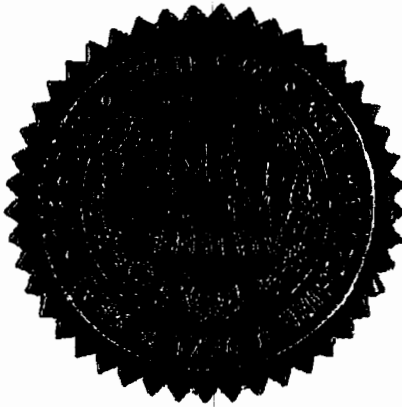
Contractor Initials NF

Date 11/14/14

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 NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire nonprofit corporation formed October 5, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2014

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Ed Shanshala, of North Country Health Consortium, do hereby certify that:


1. I am the duly elected Secretary of North Country Health Consortium;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the North Country Health Consortium, in Minutes dated April 11, 2014;

RESOLVED: Be it resolved that North Country Health Consortium enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: Be it resolved that the Executive Director and/or Board President is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Nancy Frank is the Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of November 14, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the North Country Health Consortium this 14th day of November, 2014.



Ed Shanshala, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 14th day of November, 2014 by Ed Shanshala.



Notary Public/Justice of the Peace
My Commission Expires:

May 23, 2017





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2015

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

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

PRODUCER Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584		CONTACT NAME: Patricia Emery PHONE (A/C No, Ext): (603) 788-2555 E-MAIL ADDRESS: pemery@gms-ins.com FAX (A/C No): (603) 788-3901	
INSURED North Country Health Consortium Inc 262 Cottage Street, Suite 230 Littleton NH 03561		INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company NAIC # 31325 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1512705975 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPA 0238922 17	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CAA0238923-17	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist property \$ 25,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUA 5178194-11	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA0277380-16	1/1/2015	1/1/2016	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

NH Worker's Compensation--Excluded officers are Roxie Severance, Tony Poekert & Ed Shanshala
This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

CERTIFICATE HOLDER State of NH, DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Patricia Emery/PBE

A.M. PEISCH & COMPANY, LLP

**NORTH COUNTRY HEALTH
CONSORTIUM, INC. AND SUBSIDIARY**

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2013 AND 2012



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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2013 and 2012, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

- 1 -

offices

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St. Albans, VT 05478
(802) 527-0505

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St. Johnsbury, VT 05819
(802) 748-5654

57 Farmvu Drive
White River Jct., VT 05001
(802) 295-9349

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of North Country Health Consortium, Inc. and Subsidiary as of September 30, 2013 and 2012, and the 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.

Other Matter

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 14, 2014, on our consideration of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

A. M. Peisch and Company, LLP

St. Johnsbury, Vermont
February 14, 2014
VT Reg. No. 92-0000102

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2013 AND 2012

ASSETS	2013	2012
Current Assets		
Cash and cash equivalents	\$ 635,585	\$ 560,115
Accounts receivable, net:		
Grants and contracts	166,347	174,500
Dental services	2,826	3,817
Certificates of deposit	85,336	83,276
Prepaid expenses	7,992	7,108
Restricted cash - ACO	254,784	289,372
Total Current Assets	<u>1,152,870</u>	<u>1,118,188</u>
Property and Equipment:		
Computers and equipment	82,955	82,955
Dental equipment	57,081	48,649
Furnitures and fixtures	32,257	26,908
Vehicles	4,000	97,368
Accumulated depreciation	(130,098)	(212,496)
Property and Equipment, net	<u>46,195</u>	<u>43,384</u>
Total assets	<u>\$ 1,199,065</u>	<u>\$ 1,161,572</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 43,248	\$ 28,983
Accrued expenses	3,346	27,121
Accrued wages and related liabilities	55,109	52,867
Cash held in trust - ACO	120,931	75,588
Deferred revenue	199,617	236,523
Deferred revenue - ACO	133,853	213,784
Total Current Liabilities	<u>556,104</u>	<u>634,866</u>
Total Liabilities	<u>556,104</u>	<u>634,866</u>
NET ASSETS		
Unrestricted	<u>642,961</u>	<u>526,706</u>
Total net assets	<u>642,961</u>	<u>526,706</u>
Total liabilities and net assets	<u>\$ 1,199,065</u>	<u>\$ 1,161,572</u>

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012**

	2013	2012
Support:		
Grant and contract revenue	<u>\$ 1,277,583</u>	<u>\$ 1,202,197</u>
Revenue:		
Dental patient revenue	98,203	145,313
Fees for programs and services	251,622	90,099
Interest income	3,534	3,321
Other income	-	3,483
Gain on sale of property and equipment	5,456	-
Total Revenue	<u>358,815</u>	<u>242,216</u>
Total Support and Revenue	<u>1,636,398</u>	<u>1,444,413</u>
Program Expenses:		
Workforce	418,788	521,566
Public health	186,754	201,462
Molar	230,569	149,552
CSAP	369,715	308,392
North Country ACO	152,466	36,216
Total Program Expenses	<u>1,358,292</u>	<u>1,217,188</u>
Management and general	161,851	215,486
Total Expenses	<u>1,520,143</u>	<u>1,432,674</u>
Increase in net assets	116,255	11,739
NET ASSETS, beginning of the year	<u>526,706</u>	<u>514,967</u>
NET ASSETS, end of year	<u>\$ 642,961</u>	<u>\$ 526,706</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2013

	Workforce	Public Health	Molar	CSAP	North Country ACO	Total Program	Management & General	Total
Personeel:								
Salaries	\$ 195,561	\$ 71,449	\$ 106,443	\$ 136,853	\$ 85,319	\$ 595,625	\$ 49,704	\$ 645,329
Payroll taxes and employee benefits	36,711	14,232	21,417	26,982	16,950	116,292	8,854	125,146
Subtotal	<u>232,272</u>	<u>85,681</u>	<u>127,860</u>	<u>163,835</u>	<u>102,269</u>	<u>711,917</u>	<u>58,558</u>	<u>770,475</u>
Site Expenses:								
Computer supplies	6,884	2,124	4,582	4,037	2,695	20,322	1,248	21,570
Medical and pharmacy supplies	51,137	74,371	60,588	110,357	-	296,453	1,443	297,896
Office supplies	6,727	5,704	2,565	7,592	1,317	23,905	2,099	26,004
Subtotal	<u>64,748</u>	<u>82,199</u>	<u>67,735</u>	<u>121,986</u>	<u>4,012</u>	<u>340,680</u>	<u>4,790</u>	<u>345,470</u>
General:								
Bad debt (recovery)	-	-	7,565	-	-	7,565	(220)	7,345
Depreciation	-	-	5,065	-	-	5,065	9,861	14,926
Dues and memberships	3,988	1,417	120	1,032	218	6,775	3,063	9,838
Education and training	2,718	785	2,826	2,138	3,290	11,757	6,956	18,713
Equipment	2,551	-	1,620	-	-	4,171	-	4,171
Rent and occupancy	2,979	784	1,828	2,045	1,241	8,877	55,640	64,517
Insurance	866	683	600	675	401	3,225	3,998	7,223
Miscellaneous	-	-	(990)	-	-	(990)	3,569	2,579
Data collection contract	-	-	-	-	28,688	28,688	-	28,688
Payroll processing fees	-	-	-	-	-	-	3,882	3,882
Postage	1,094	403	442	531	382	2,852	170	3,022
Printing	2,951	474	189	188	70	3,872	51	3,923
Professional fees	13,307	4,085	6,927	7,966	8,049	40,334	8,446	48,780
Training fees and supplies	81,167	3,265	508	53,192	156	138,268	1,007	139,275
Travel	8,441	5,815	2,408	14,690	3,268	34,622	1,726	36,348
Telephone	1,706	1,163	1,552	1,437	442	6,300	354	6,654
Vehicle expense	-	-	4,314	-	-	4,314	-	4,314
Subtotal	<u>121,768</u>	<u>18,874</u>	<u>34,974</u>	<u>83,894</u>	<u>46,185</u>	<u>305,695</u>	<u>98,503</u>	<u>404,198</u>
Total expenses	\$ 418,788	\$ 186,754	\$ 230,569	\$ 369,715	\$ 152,466	\$ 1,358,292	\$ 161,851	\$ 1,520,143

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2012

	Workforce	Public Health	Molar	CSAP	North Country ACO	Total Program	Management & General	Total
Personnel:								
Salaries	\$ 267,579	\$ 88,326	\$ 92,026	\$ 148,458	\$ 19,229	\$ 615,618	\$ 71,208	\$ 686,826
Payroll taxes and employee benefits	52,847	19,535	16,632	28,407	-	117,421	19,847	137,268
Subtotal	<u>320,426</u>	<u>107,861</u>	<u>108,658</u>	<u>176,865</u>	<u>19,229</u>	<u>733,039</u>	<u>91,055</u>	<u>824,094</u>
Site Expenses:								
Computer supplies	6,649	2,334	3,611	3,923	499	17,016	1,537	18,553
Medical and pharmacy supplies	49,277	70,908	13,623	65,967	-	199,175	3,164	202,339
Office supplies	14,728	1,566	1,114	8,134	54	25,596	14,299	39,895
Subtotal	<u>70,654</u>	<u>74,808</u>	<u>18,348</u>	<u>77,424</u>	<u>553</u>	<u>241,787</u>	<u>19,000</u>	<u>260,787</u>
General:								
Bad debt (recovery)	-	-	6,164	-	-	6,164	(3,452)	2,712
Depreciation	-	-	1,774	-	-	1,774	11,877	13,651
Dues and memberships	1,260	50	99	400	-	1,809	1,092	2,901
Education and training	7,486	61	35	177	12,000	19,759	2,442	22,201
Denial equipment	-	-	-	-	-	-	-	-
Equipment	(1,411)	294	739	(436)	-	(814)	(3,625)	(4,439)
Rent, housing, and occupancy	-	-	-	-	2,367	2,367	60,170	62,537
Insurance	-	32	720	-	-	752	9,356	10,108
Miscellaneous	107	480	1,272	18	-	1,877	1,383	3,260
Payroll processing fees	-	-	-	-	-	-	3,320	3,320
Postage	2,043	321	483	601	137	3,585	341	3,926
Printing	3,045	-	270	24	-	3,339	-	3,339
Professional fees	25,111	6,138	3,497	7,594	1,700	44,040	18,773	62,813
Training fees and supplies	69,745	259	541	34,529	-	105,074	853	105,927
Travel	20,250	8,575	1,829	9,462	230	40,346	1,007	41,353
Telephone	2,850	2,583	2,603	1,734	-	9,770	1,894	11,664
Vehicle expense	-	-	2,520	-	-	2,520	-	2,520
Subtotal	<u>130,486</u>	<u>18,793</u>	<u>22,546</u>	<u>54,103</u>	<u>16,434</u>	<u>242,362</u>	<u>105,431</u>	<u>347,793</u>
Total expenses	<u>\$ 521,566</u>	<u>\$ 201,462</u>	<u>\$ 149,552</u>	<u>\$ 308,392</u>	<u>\$ 36,216</u>	<u>\$ 1,217,188</u>	<u>\$ 215,486</u>	<u>\$ 1,432,674</u>

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012**

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 116,255	\$ 11,739
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	14,926	13,651
Bad debt expense	7,345	2,712
(Gain) on sale of asset	(5,456)	-
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	8,153	79,209
Accounts receivable - Dental services	(6,354)	8,752
Prepaid expenses	(884)	(1,710)
Restricted cash - ACO	34,588	(289,372)
Increase (decrease) in operating liabilities:		
Accounts payable	14,265	(16,518)
Accrued expenses	(23,775)	(9,010)
Accrued wages	2,242	(241)
Cash in trust - ACO	45,343	67,431
Deferred revenue	(36,906)	187,146
Deferred revenue - ACO	(79,931)	213,784
Net cash provided by operating activities	89,811	267,573
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of certificates of deposit	(26,226)	(25,880)
Maturities of certificates of deposit	24,166	24,011
Purchases of property and equipment	(17,781)	(10,067)
Proceeds from sale of property and equipment	5,500	-
Net cash used by investing activities	(14,341)	(11,936)
Net increase in cash and cash equivalents	75,470	255,637
Beginning cash and cash equivalents	560,115	304,478
Ending cash and cash equivalents	\$ 635,585	\$ 560,115

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Activities and Summary of Significant Accounting Policies

Nature of activities

North Country Health Consortium, Inc. and Subsidiary (NCHC) (the Organization) is a not-for-profit health center chartered under the laws of the State of New Hampshire. The Organization's mission is to lead innovative collaboration to improve the health status of the region. NCHC is engaged in promoting and facilitating access to services and programs that improve the health status of the area population, provide health training and educational opportunities for healthcare purposes, and provide region-wide dental services for an underserved and uninsured residents.

The Organization's wholly owned subsidiary, North Country ACO (the ACO) is a non-profit 501(c)(3) charitable corporation formed in December 2011. This entity was formed as an accountable care organization (ACO) with its purpose to support the programs and activities of the ACO participants to improve the overall health of their respective populations and communities. North Country ACO members participate in the Medicare Shared Savings Program to pay for services to Medicare beneficiaries. North Country ACO performs administration and manages the distribution of funds to participants using a patient based model.

The Organization's primary programs are as follows:

Network & Workforce Activities – To provide workforce education programs and promote oral health initiatives for the Organization's dental services.

State Activities – To conduct community substance abuse prevention activities, coordination of public health networks, and promote community emergency response plan.

Dental Services – To sustain a program offering oral health services for children and low income adults in Northern New Hampshire.

Following is a summary of the significant accounting policies used in the preparation of these consolidated financial statements.

Principles of consolidation

The accompanying consolidated financial statements include the accounts of North Country Health Consortium, Inc. and its wholly owned subsidiary, North Country ACO. All significant inter-company transactions and balances have been eliminated in consolidation.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Use of estimates

In preparing the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of risk

The Organization's operations are affected by various risk factors, including credit risk and risk from geographic concentration and concentrations of funding sources. Management attempts to manage risk by obtaining and maintaining revenue funding from a variety of sources. A substantial portion of the Organization's activities are funded through grants and contracts with the federal and state agencies. As a result, the Organization may be vulnerable to the consequences of change in the availability of funding sources and economic policies at the federal and state agency level. The Organization generally does not require collateral to secure its receivables.

Revenue recognition

Below are the revenue recognition policies of the Organization:

Dental Patient Revenue

Dental services are recorded as revenue within the fiscal year related to the service period.

Grant and Contract Revenue

Grants and contracts are recorded as revenue in the period they are earned by satisfaction of grant or contract requirements.

Fees for Programs and Services

Fees for programs and services are recorded as revenue in the period the related services were performed.

Agency transactions

North Country ACO receives funding from Medicare that is collected and subsequently disbursed to member health centers.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

For the first six months of the year ended September 30, 2013, Medicare provided funds of \$8 per qualifying patient for each member health care center. For the last six months of the year, Medicare provided funds of \$5.13 per qualifying patient for each member health care center. Medicare provided funds for the year ended September 30, 2012 in the form of a one-time payment of \$36 and monthly payments of \$8 per qualifying patient for each member health care center. Amounts received aggregated \$457,849 and \$488,292 as of September 30, 2013 and September 30, 2012, respectively.

In the year ended September 30, 2013, \$6 per qualifying patient was disbursed to the member health care centers for a total disbursement of \$412,704. The difference between what was paid to the centers and what was received came out of deferred revenue. In the year ended September 30, 2012, the \$36 initial payment and \$6 per qualifying patient was disbursed to the member health care centers for a total disbursement amount of \$412,704. The payments of \$412,704 and the related cash receipts are classified as agency transactions as they arose from the collection of cash for the benefit of another party and, therefore, are not recorded as revenue or expenses on the Organization's books.

Cash and cash equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Restricted cash - ACO

Restricted cash – ACO consists of advanced funding received from Medicare to be used as follows:

2013	2012	
\$ 120,931	\$ 213,784	Development of the administrative and financial infrastructure of North Country ACO
133,853	75,588	Develop systems to improve care coordination, technical improvements, data collection coordination, and promote cost savings
<u>\$ 254,784</u>	<u>\$ 289,372</u>	

Accounts receivable

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Management reviews the receivable balances for collectability and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstance when determining the collectability of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for dental service of \$9,260 and \$15,801 as of September 30, 2013 and 2012, and an allowance for doubtful accounts for grants and contracts of \$0 as of September 30, 2013 and 2012. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation. The Organization generally capitalizes property and equipment with an estimated useful life in excess of one year and amounts over \$2,500. Lesser amounts are generally expensed. Purchased property and equipment is capitalized at cost.

Property and equipment are depreciated using the straight-line method using the following ranges of estimated useful lives:

Computers and Equipment	3-7 years
Dental equipment	5-7 years
Furniture and fixtures	7 years
Vehicles	7 years

Depreciation expense totaled \$14,926 and \$13,651 for the years ended September 30, 2013 and 2012, respectively.

Certificates of deposit

The Organization has three certificates of deposit with two financial institutions. These certificates carry original terms of 12 months to 60 months, have interest rates ranging from 0.25% to 3.2%, and mature at various dates through June 2015. All certificates are fully insured by the FDIC.

Deferred revenue

Deferred revenue is related to advance payments on grants or advance billings relative to anticipated expenses or events in future periods. The revenue is realized when the expenses are incurred or as services are provided in the period earned.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Deferred revenue – ACO

Deferred revenue – ACO consists of monies received from Medicare that are applicable to initial funding that are to be used for the purpose of the ACO infrastructure and administration. Revenue is to be recognized as qualified costs are incurred.

Cash held in trust – ACO

Cash held in trust – ACO consists of a portion of the monthly Medicare per patient payment received but not yet disbursed to the member health care centers.

Net assets

The Organization is required to report information regarding its financial position and activity according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

Temporarily restricted net assets – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no temporarily restricted net assets at September 30, 2013 and 2012.

Permanently restricted net assets – result from contributions from donors who place restrictions on the use of donated funds mandating that the original principal remain invested in perpetuity. The Organization had no permanently restricted net assets at September 30, 2013 and 2012.

Income taxes

The Organization and the ACO are exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. FASB ASC 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. The Organization is not aware of any such uncertain tax positions.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Functional expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Activities. Expenses are charged to programs based on direct expenses incurred and certain costs, including salaries and fringe benefits, are allocated to the programs and supporting services based upon related utilization and benefit.

Note 2. Cash Concentrations

The Organization maintains bank account balances which, at times, may exceed federally insured limits. The Organization has not experienced any losses with these accounts, and management believes the Organization is not exposed to significant credit risk on cash as of September 30, 2013 and 2012.

The Organization attempts to manage credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances were .25% as of September 30, 2013.

Note 3. Operating Leases

The Organization leases office space in Littleton, NH under a three year operating lease that expires in February 2014. The Organization has the option to renew the lease for an additional two years.

During fiscal years 2013 and 2012, the Organization leased additional office and clinic space in Berlin, NH. This lease expired September 30, 2013, and was not renewed.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,

2014	\$ 22,367
Thereafter	<u>-</u>
	<u>\$ 22,367</u>

Lease expense for the aforementioned leases was \$62,921 and \$59,142 for the years ended September 30, 2013 and 2012, respectively.

Note 4. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2013 and 2012.

The Berlin, NH space is leased from an organization related by common control. Lease payments paid to the related party were \$8,700 and \$8,400 for the years ended September 30, 2013 and 2012, respectively.

The Organization also contracts services from another party related by common control. Amounts paid to this related party were \$71,400 and \$84,242 for the years ended September 30, 2013 and 2012, respectively.

Note 5. Retirement Plan

The Organization offers a defined contribution savings and investment plan (the Plan) under section 403(b) of the Internal Revenue Code. The Plan is available to all employees who are 21 years of age or older. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are \$50 for each part-time employee and \$100 for each full-time employee. Employer contributions for the years ended September 30, 2013 and 2012 were \$12,600 and \$16,200, respectively.

Note 6. Commitment and Contingencies

The Organization receives a significant portion of its support from various funding sources. Expenditure of these funds requires compliance with terms and conditions specified in the related contracts and agreements. These expenditures are subject to audit by the contracting agencies. Any disallowed expenditures would become a liability of the Organization requiring repayment to the funding sources. Liabilities resulting from these audits, if any, will be recorded in the period in which the liability is ascertained.

Note 7. Revenue Concentration

Two funding sources accounted for approximately 22% and 24% of total revenue for the years ending September 30, 2013 and 2012, respectively. Three funding sources accounted for approximately 38% and 33% of the outstanding grants and contracts receivable balance as of September 30, 2013 and 2012, respectively. A substantial reduction in support from these funding sources would have a significant effect on the Organization's programs and activities.

Note 8. Federal Reports

Additional reports, required by *Government Auditing Standards* and the OMB Circular A-133, including the Schedule of Expenditures of Federal Awards, are included in the supplements to this report.

Note 9. Subsequent Events

The Organization has evaluated subsequent events through February 14, 2014, the date the financial statements were available to be issued.

A.M. PEISCH & COMPANY, LLP

**NORTH COUNTRY HEALTH
CONSORTIUM, INC. AND SUBSIDIARY**

ADDITIONAL REQUIRED REPORTS

SEPTEMBER 30, 2013

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NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2013**

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Federal Expenditures
U.S Department of Health and Human Services		
<i>Direct Programs:</i>		
Rural Health Care Services Outreach Program	93.912	\$ 160,000
Rural Health Workforce Development Program	93.912	<u>190,919</u>
		<u>350,919</u>
 Drug Free Communities	 93.276	 <u>125,000</u>
 <i>Passed through the State of New Hampshire:</i>		
Public Health Emergency Preparedness	93.069	<u>135,252</u>
Prevention and Treatment of Substance Abuse	93.959	<u>64,320</u>
Immunization Cooperative Agreements	93.268	<u>1,964</u>
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	<u>5,209</u>
Healthy Homes/Lead Prevention	93.070	<u>10,159</u>
 <i>Passed through the University of Dartmouth Area Health Education Center:</i>		
Public Health Training Centers	93.249	<u>143,631</u>
Area Health Education Centers	93.107	<u>69,924</u>
 <i>Passed through Southern NH Area Health Education Center:</i>		
Chronic Disease Self Management Program - ARRA	93.189	<u>3,180</u>
 <i>Passed through the National Association of County and City Health Officials:</i>		
Medical Reserve Corps	93.008	5,024
 <i>Passed through the JSI Research & Training Institute:</i>		
Medical Reserve Corps	93.008	<u>6,000</u>
Total Medical Reserve Corps		<u>11,024</u>
 Total Expenditures of Federal Awards		 <u>\$ 920,582</u>

See accompanying notes to schedule of expenditures of federal awards.

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2013**

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards presents the activity of all federal financial assistance and federal cost-reimbursement contracts of North Country Health Consortium, Inc. and Subsidiary (the Organization). The Organization receives federal awards directly and indirectly through pass-through entities.

Federal program expenditures included in the accompanying schedules are presented on the accrual basis of accounting. The information on this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-profit Organizations*.

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

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, NH

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary (the Organization) (a New Hampshire nonprofit organization) which comprise the consolidated statement of financial position as of September 30, 2013, and the related consolidated statements of activities and changes in net assets, and consolidated cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 14, 2014.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

A.M. Peisch and Company LLP

St. Johnsbury, Vermont
February 14, 2014
VT Reg. No. 92-0000102

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

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, NH

Report on Compliance for Each Major Federal Program

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

Management's Responsibility

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

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of North Country Health Consortium, Inc. and Subsidiary's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about North Country Health Consortium, Inc. and Subsidiary's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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Rutland, VT 05702
(802) 773-2721

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St. Albans, VT 05478
(802) 527-0505

1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

57 Farmvu Drive
White River Jct., VT 05001
(802) 295-9349

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of North Country Health Consortium, Inc. and Subsidiary's compliance.

Opinion on Each Major Federal Program

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

Report on Internal Control Over Compliance

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

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

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

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

A.M. Peisch and Company, LLP

St. Johnsbury, Vermont
February 14, 2014
VT Reg. No. 92-0000102

NORTH-COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2013

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary.
2. No material weakness or significant deficiencies relating to the audit of the financial statements of North Country Health Consortium, Inc. and Subsidiary are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Governmental Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No material weakness or significant deficiencies relating to internal control over compliance for major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by OMB Circular A-133.
5. The auditor's report on compliance for the major federal award programs for North Country Health Consortium, Inc. and Subsidiary expresses an unmodified opinion on the major federal programs.
6. There were no audit findings that are required to be reported in this schedule in accordance with Section 510(a)(3) or (4) of OMB Circular A-133.
7. The programs tested as major programs were U.S. Department of Health and Human Services – Rural Health Workforce Development and Oral Health (CFDA Number 93.912) and U.S. Department of Health and Human Services – Passed Through the University of Dartmouth Area Health Education Center - Public Health Training Centers (CFDA Number 93.249).
8. The threshold for distinguishing Types A and B programs was \$300,000.
9. North Country Health Consortium, Inc. and Subsidiary was determined not to be a low-risk auditee because, for the year ended September 30, 2011, there was a deficiency in internal over financial reporting control that was identified as a material weakness.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

There were no reported findings related to the audit of the financial statements for the year ended September 30, 2013.

C. FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL AWARD PROGRAMS

There were no reported findings related to the audit of the federal program for the year ended September 30, 2013.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED SEPTEMBER 30, 2012**

**2012 and 2011 FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL
AWARD PROGRAMS**

2012 Finding:

There were no reported findings related to the audit of the federal program for the years ended September 31, 2012.

2011 Finding:

U.S. Department of Health and Human Services – Rural Health Workforce CFDA #93.912 and Drug-Free Communities 93.276; U.S. Department of Health and Human Services - Passed through State of NH Department of Health and Human Services – Division of Public Health Services – Public Health Emergency Preparedness CFDA # 93.069

C-1 Approval of Expenditures

Condition: Some invoices were paid without the written approval of the Program Director or the Finance Director, as applicable. We also noted instances in which no supporting documentation was available.

Current status: We noted no similar instances of noncompliance during the fiscal year ended September 30, 2013 audit.

The mission of the North Country Health Consortium is:

To lead innovative collaboration to improve the health status of the region

According to the Articles of Agreement, the objects for which this corporation is established are:

a. To accomplish many lawful business whatsoever, including, acting on behalf of the Members with respect to functions delegated by the to the Company. Such delegated functions shall include:

- 1) Providing education to health care providers and the community on appropriate health related topics;
- 2) Developing and operating a research and data collection system which will allow for the coordination and analysis of community needs and resources to facilitate their appropriate utilization and effective outcomes
- 3) Providing access to a network of rural community health care providers; and
- 4) Such other lawful business which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

b. To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the New Hampshire Act.

c. To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.



**NORTH COUNTRY HEALTH CONSORTIUM
2013- 2014 Board of Directors**

Roxie Severance, President – 2014
Executive Director, Morrison Nursing Home

Tony Poekert, Vice President – 2016
NH Catholic Charities

Nancy Bishop, Treasurer – 2016
Administrator, Grafton County Human Services

Ed Shanshala, Secretary – 2016
Chief Executive Officer, Ammonoosuc Community Health Services

Charlie Cotton, Asst. Secretary – 2016
Area Director, Northern Human Services

Sharon Beaty, Director – 2015
Chief Executive Officer, Mid-State Health Center

Elaine Bussey, Director – 2015
Executive Director, North Country Home Health and Hospice

Michael Coughlin, Director – 2015
Chief Executive Officer, Tri-County Community Action Program

Rob Darling, Director – 2014
Chief, 45th Parallel EMS

Kristina Fjeld-Sparks, Director – 2014
NH AHEC Director, The Dartmouth Institute

Scott Howe, Director – 2015
Chief Executive Officer, Weeks Medical Center

Russell Keene, Director – 2015
Chief Executive Officer, Androscoggin Valley Hospital

Shirley Powell, Director – 2016
Chief Executive Officer, Indian Stream Health Center



Maria Ryan, Director – 2015
Chief Executive Officer, Cottage Hospital

Margo Sullivan, Director – 2015
Executive Director, Androscoggin Valley Home Care

Warren West, Director – 2015
Chief Executive Officer, Littleton Regional Healthcare

Adele Woods, Director – 2015
Chief Executive Officer, Coos County Family Health Services

KEY ADMINISTRATIVE PERSONNEL - Amendment 1

NH Department of Health and Human Services

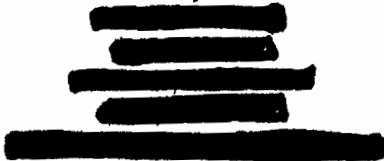
Contractor Name: North Country Health Consortium

Name of Program: Regional Public Health Network Amendment Award

BUDGET PERIOD: SFY 15 - Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Bob Thompson	Prevention Programs Manager	\$60,614	7.50%	\$4,546.00
Drew Brown	Program Specialist	\$53,170	5.25%	\$2,791.43
Diana Gibbs	NCHC Program Manager	\$54,015	5.00%	\$2,700.75
Colleen Gingue	Finance Director	\$64,272	0.25%	\$160.68
			0.00%	\$0.00
Nancy Frank	Executive Director	\$90,587	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$10,198.86

BUDGET PERIOD: SFY 15 - Community Health Improvement Planning				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Nancy Frank	Executive Director	\$90,587	0.10%	\$90.59
Elaine Belanger	Community & Pub Health Coord.	\$52,680	12.50%	\$6,585.00
Colleen Gingue	Finance Director	\$64,272	0.20%	\$128.54
Amy Holmes	Community & Pub Health Dir.	\$63,003	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$6,804.13

Bob Thompson, CPS



Objective

To pursue a career in the Substance Abuse Prevention field that continues to provide professional fulfillment as well as be compatible with personal lifestyle interests.

Education

San Diego State University

1974 -1979

Bachelor of Sciences Degree Major: Geography/Environmental Studies
Minor: Biology/Conservation

Employment

North Country Health Consortium

2007-Present

Littleton, NH

Senior Program Manager 2010-Present

North Country Regional Prevention Network Coordinator; New Hampshire Charitable Foundation Prevention Strategies Program Manager; Drug Free Communities Support Program and Sober Truth on Prevention of Underage Drinking Grants Project Director.

North Country Prevention Network Coordinator

2007-2010

Community Prevention Coalition Coordinator for Strategic Prevention Framework Initiative; managed by the New Hampshire Division of Public Health Services

Certified Prevention Specialist – past president, current member, Prevention Certification Board of Directors

New Hampshire Alcohol and Other Drug Service Provider Association – Board of Directors

New Hampshire Training Institute on Addictive Disorders – Advisory Board member

Tri-County Community Action Programs/AOD

1997-2007

Berlin, NH

Prevention Programs Director, Certified IDIP Instructor

Created Alcohol and Substance Abuse Program (ASAP) – A Prevention/Early Intervention Program for adolescents dealing with low level Alcohol and Drug violations in NH District Courts

Impaired Driver Intervention Program Directors Board – President

Amethyst Foundation

1995 -1997

Epping, NH

Certified Impaired Driver Intervention Program Instructor

Andrew Charles Brown



Summary

Over 4 years experience in customer service and database assisted web applications. Quick and effective learner, shown by academic achievements and quick learning ability in the area of job skills.

Education

Home schooled: 1st – 12th grade
1999-2000 Part time school at Community College of Vermont
2000-2002 Full time work on Bachelors degree (Liberal Studies) at Lyndon State College
2002-2004 Completed Bachelors of Arts (Cum Laude) (Political Science) at University of Vermont

Employment

Summer 2009-Present Program Specialist – North Country Health Consortium
*Plans, coordinates and manages the use of data, communications and reporting tools and systems to meet NCHC program strategic objectives.
*Works with Community Substance Abuse Prevention Programs Manager to coordinate and evaluate the success of program activities

Spring 2005-Summer 2009 Office System Administrator – North Country Health Consortium
*Management of IT resources for the entire company, supervision of IT personnel and management of network-wide installations and rollouts.

Fall 2004-Spring 2005 ParTech System Administrator – North Country Health Consortium
*Gained management experience while learning about accountability by managing HelpDesk staff activities while reporting to the ParTech project manager and ParTech board

Spring 2003 – Spring 2004 Helpworks/Factors Helpdesk Staff member – North Country Health Consortium
*Worked with System Administrator and other Helpdesk Staff to provide point of contact support to statewide

customer base, including work with web development and troubleshooting skills

2002 – 2004

Lab Consultant – Client Information Technology Services
Department: University of Vermont

*Gained knowledge of how to function as an information technology staff member by solving clients' problems in the computer lab

Summer 2002 – Spring 2003

Technological Consultant – Working with Helpworks/Factors Programs for the North Country Health Consortium

*Gained intimate knowledge of the Helpworks/factors programs by working with and creating Helpworks screenings and Factors assessments

*Developed ability to work well with coworkers and keep odd hours in order to get the job done

Academic Honors

Lyndon State College

Fall 2000 Dean's List

Spring 2001 Dean's List

Fall 2001 Dean's List

Spring 2002 Dean's List

University of Vermont

Fall 2002 Dean's List

Spring 2003 Dean's List

Diana L. Gibbs

[REDACTED]

[REDACTED]

Career Objective

To obtain a position in a team-oriented environment, requiring individuality and intellectual insights in the creation of healthier environments for children and families.

Professional Experience

North Country Health Consortium: Community Substance Abuse Prevention Program,
Littleton, NH

NCHC Program Manager

March 2013-Present

- Project Leader for DFC Grant, includes carrying out required reporting of CSAP projects and activities, managing the DFC budget and coordinating CSAP work plans;
- Manages the Health Careers Pipeline project which includes developing, planning, implementing, coordinating, and evaluating health careers activities designed to stimulate interest in health career professions, which includes the coordination of annual health careers summer camps;
- Manages community based prevention, wellness and education programs which includes developing, planning, implementing coordinating, and evaluating community education trainings and programs focused on wellness prevention initiatives and management of chronic disease;
- Updates NNH AHEC website with program offerings related to health career activities, wellness prevention initiatives, and chronic disease management programs to ensure programs are promoted adequately in the NNH AHEC service area;
- Assists with data collection and tracking of program offerings;
- Represents NNH AHEC on various committees and at statewide meetings as designated;
- Assists in identifying collaborative activities with other Consortium projects and health and human service partner organizations;
- Assists in the development, implementation, and reporting of community health needs assessments;
- Provides technical assistance to NCHC/NNH AHEC staff and partner organizations as needed;
- Works collaboratively with the NCHC Workforce Program Manager to assist with AHEC related projects;
- Manages NCHC Workforce Program budgets and contracts;
- Researches and writes grant applications in collaboration with the Executive Director and other program management staff;
- Develops work plan based on strategic goals identified by the Board of Directors;
- Identifies potential funding opportunities, reviews grant materials for applicability to agency mission;
- Assists staff and board in the exploration of new project and funding possibilities;
- Coordinates and participates in program evaluation activities and completes and submit reports to funding agencies.

Program Coordinator/Grants Associate

April 2012-March 2013

- Project Leader for DFC Grant, includes carrying out required reporting of CSAP projects and activities, managing the DFC budget and coordinating CSAP work plans;
- Assist community groups in carrying out environmental prevention strategies;
- Coordinate media and communications plans for dissemination of ATOD prevention information to community stakeholders and funders;

Diana L. Gibbs

[REDACTED]

[REDACTED]

- Research and write grant applications in collaboration with the Executive Director and other program management staff;
- Develops work plan based on strategic goals identified by the Board of Directors;
- Identifies potential funding opportunities;
- Reviews grant materials for applicability to agency mission;
- Assists staff and board in the exploration of new project and funding possibilities;
- Assists in identification of community health needs;
- Provides technical assistance to project staff.

Program Coordinator

Dec 2008-April 2012

- Project Leader for DFC and STOP Act Grants
- Carry out environmental prevention activities and required reporting of Community Substance Abuse Prevention (CSAP) projects and activities;
- Manage and align CSAP work plan with program budgets;
- Recruit community members into Coos and North Grafton County Coalitions;
- Provide training and technical assistance to Community Action Teams, school groups, and community groups;
- Assist community groups in carrying out environmental prevention strategies;
- Coordinate media and communication plans for dissemination of substance abuse prevention information to community stakeholders and funders;
- Coordinate outreach to youth groups and other community groups to increase engagement in substance abuse prevention in the North Country;
- Organize and facilitate community coalition meetings;
- Assist in the development and submission of grants and contracts to potential funding sources;
- Report activities to team members and funders;
- Design and create awareness and campaign materials;
- Provide resources and information to North Country residents and organizations.

Additional Professional Experience

- **Certified Prevention Specialist (CPS)**, September 2010, State of New Hampshire, Recognized Nationally
 - Requires experience and specified training in the competence areas of Alcohol, Tobacco, and Other Drugs (ATOD), Prevention Practice and Theory, Multi-Cultural Training, Prevention Ethics, and HIV training.
- **Plymouth State University's Eta Zeta Chapter**, May 2006
 - Alpha Phi Sigma National Criminal Justice Honor Society

Education

Plymouth State University, Fall 2007

Plymouth, NH

- Bachelor of Arts in Criminal Justice
 - Graduated Summa Cum Laude: Cumulative GPA of 3.87

Colleen Gingue
[REDACTED]
[REDACTED]
[REDACTED]

Self-Starter

Team Player

Task Oriented

Cheerful

Highlights of Qualifications

- Proficient in Microsoft Suite (Access, Excel, Power Point, Word) and Microsoft Outlook (Email, Calendar, Reminder, Notes), QuickBooks Pro, Customer Relationship Management (CRM), SharePoint, ADP, ReportSmith, Red Beam

Experience

Finance Director North Country Health Consortium 2012-Present

- Prepare monthly financial management reporting packages and analyses
 - Present financial statements to Finance Committee and Board
- Direct preparation of monthly, quarterly, and annual budget reports with recommendations for areas of improvements
- Direct administration of financial management systems, strategies, fiscal policy and procedures
- Oversee and participate in annual external audit
 - Review auditor reports and financial statements, and provide recommendation as needed
- Supervise annual insurance renewals and review coverage requirements
- Supervise Administrative Assistant

Multi-Client Bookkeeper Service Abacus Bookkeeping 2012

- Assist Montpelier tax preparer and bookkeeper service with QuickBooks and Intuit ProSeries tax preparation software
 - Concentration in reconciliations, Excel spreadsheets, and analysis

Accounting Manager microDATA 911, Inc. 2002-2011

- Supervise and Participate in Management of Accounting Department
 - Reconcile A/R, A/P, Payroll, Accrual and Prepaid Accounts, Fixed Assets
- Perform Daily Cash Management and Monthly/Annual Projections
- Prepare Financial Reports for Internal and External Distribution
- Team with external CPA for Annual Review and Tax Return Preparation
- Supervise and Participate in Year-End Closing Duties
 - Payroll Multi-State Reporting Requirements
 - Closing Journal Entries and Financial Statement Preparation
 - New year Prepaid, Accrual and Depreciation Journal Entries
 - Interview, Manage Benefits, Provide Employee Reviews & Coaching

Office Manager/Accountant Gingue Electric Corporation 1989-2007 (closed)

- Orchestrate Multitude of Tasks for Successful Business Operation
 - Manage Payroll and Employee Benefit Duties
 - Track Apprenticeship Program Requirements
 - Manage Full-Charge Bookkeeper Duties: A/P, A/R, Financial Reporting
 - Create and Maintain Inventory and Billing Database

Experience (continued)

Accountant *Deerfield Village Furniture* *1999-2002 (office closed)*
• Perform A/R, A/P, Payroll, General Ledger, and Financial Reporting Duties

Various Positions with Northern Community Management Corporation *1993-1998*
Property Manager - Administrative Manager - Accounting Manager

Education

Bachelor's Degree in Business Administration, Johnson State College (in progress)
Cum Laude Graduate with Associate in Science in Accounting, Champlain College

NANCY FRANK, MPH

[REDACTED]

[REDACTED]

PROFESSIONAL EXPERIENCE

North Country Health Consortium

Littleton, New Hampshire

August 2011 – present

Executive Director

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

December 2009- July 2011

Development Director/Workforce Development

- Responsible for researching and writing grant applications, developing work plans, identifying funding opportunities
- Serves as North Country Health Consortium Evaluator

Vermont Department of Health

St. Johnsbury, Vermont

November 2006-June 2008

Public Health Supervisor

- Responsible for administration of local public health programs, including school health, immunizations, healthy babies, ladies first (breast and cervical cancer screening), and environmental health
- Participated in local emergency preparedness planning
- Collaborated with community partners to develop community health education prevention programs
- Participated in local community health assessment and identification of public health priorities
- Supervision of professional/para-professional staff

Northeastern Vermont Area Health Education Center

St. Johnsbury, Vermont

December 1999-October 2006

Community Resource Coordinator

Program Coordinator, National Community Center of Excellence in Women's Health

- Responsible for coordination of community health education programs in a six county region in Northeastern Vermont
- Developed community health status reports
- Responsible for grant writing, including successful award for five year federal grant to establish National Community Center of Excellence in Women's Health (CCOE) in Vermont's Northeast Kingdom
- Responsible for submission of all federal reports and documentation of CCOE program highlights
- Attended and presented at national meetings

Vermont Department of Health

Burlington, Vermont

June 1992 – December 1998

Public Health Specialist (February 1998 - December 1998)

Primary Care Coordinator

- Wrote, managed, and administered Federal Grant establishing Vermont's Primary Care Cooperative Agreement
- Assessed access to primary care services for all Vermonters, particularly underserved populations
- Assisted communities, providers, and special populations in development of strategies to increase access to care
- Participated in policy development related to primary care delivery systems
- Responsible for Vermont's applications for Federal Health Professional Shortage Area designations
- Facilitated and coordinated meetings of Primary Care Cooperative Agreement Steering Committee

Maternal and Child Health Planning Specialist (October 1993 - February 1998)

Project Coordinator, State Systems Development Initiative

- Facilitated community health needs assessment process in various communities throughout the state by providing technical assistance for development and data analysis
- Managed community grants focused on integrated health care systems development for children and families.
- Responsible for development of community assessment and evaluation tools.
- Responsible for federal grant and report writing
- Member of statewide advisory boards, including the Primary Care Cooperative Agreement, the Robert Wood Johnson Making the Grade Project, and the Indicator and Outcomes Committee of the State Team for Children and Families

Maternal and Child Health Planning Specialist (June 1992 - September 1993)

- Responsible for statewide planning for maternal and child health programs and policies.
- Evaluated Department of Health programs and make recommendations for programmatic changes
- Responsible for coordinating Vermont's Maternal and Child Health Title V grant proposal and annual report
- Coordinator for statewide systems development project focused on the primary health care needs of children and adolescents in Vermont.

University of Illinois at Chicago, School of Public Health

Prevention Research Center, Chicago, IL

January 1990 – May 1991

Project Director, Youth AIDS Prevention Project

- Responsible for directing all aspects of a multiple risk reduction HIV prevention education/research project
- Supervised staff of three health educators and two research assistants

EDUCATION

May 1987 Master of Public Health, Community Health Sciences, Maternal & Child Health
University of Illinois at Chicago, School of Public Health

June 1981 Bachelor of Science, Consumer Science
University of Wisconsin - Madison

Elaine M Belanger, LPN, BA

Education College for Lifelong Learning of the University System of New Hampshire (Granite State College), Berlin, NH-- Bachelor of Arts - English, 2002
New Hampshire Community Technical College, (White Mountains Community College) Berlin, NH Diploma - Licensed Practical Nurse, 1977

Employment

2002-Present **North Country Health Consortium**
262 Cottage St, Suite 230, Littleton, NH 03561

2007-Present Community and Public Health Coordinator

- Direct, plan and implement public health activities with the towns and agencies in Coös County.
- Provide staffing support to the Great North Woods Pandemic Planning Committee.
- Develop community relations
- Identify community health needs
- Assess health status indicators and coordination of program activities.
- Liaise with federal and state departments and agencies, academic and research personnel and other public health network sites and agencies.
- HSEEP Evaluator
- Develop and write emergency preparedness plans with committee

2013to present Certified Marketplace Navigator and Marketplace Assister

- Certified to help consumers through the process of applying for health insurance through Healthcare.gov
- Organize and conduct outreach and education community events throughout the North Country Public Health Region
-

2012-2013 Healthy Homes Strategic Planning Initiative and Childhood Lead Poisoning and Prevention Program

- Worked closely with State of NH Public Health Nurse
- Followed up with families of children who were diagnosed with blood lead levels above limit with Lead Poisoning Prevention Education
- Develop North Country Healthy Homes Strategic Plan
- Arrange for educational opportunities for community members, health and human service providers, painters, home construction and rehabilitation workers

10/ 2009-12/11 Immunization Program Coordinator/Public Health Coordinator

- Support New Hampshire Immunization Program Initiatives
- Convene and facilitate meetings with regional stakeholders
- Conduct needs assessment to identify gaps in immunization services

- Coordinate and provide education and training to immunization providers, regional preparedness staff, healthcare providers, and the public in general
- Mobilize and coordinate with community partners to implement school based, community and workplace immunization clinics
- Link with local and regional emergency preparedness staff and participate in emergency mass-vaccination planning and dispensing

2002 -2007 Community Care Coordinator/Enrollment Coordinator for North Country Cares

- Interviewed clients for financial eligibility for sliding fee/New Hampshire Health Access Program/care coordination
- Client teaching coordinated with Primary Care Providers' office
- contributed to process of developing care coordination policies
- maintained clients' confidentiality as well as clients' records on paper and in electronic care coordination/screening program
- Worked with local agencies in meeting clients' needs

2005-2007 Program Coordinator for Rural Women's Health Coordinating Center

- Participated in the process of creating a Women's Registration Form, for use at North Country Cares sites
- Assisted the Program Director to coordinate the integration of women's health information to appropriate existing NCHC programs
- Assisted the Program Director in contacting area agencies and committees involved in care giving and set meeting dates in order to speak about RWHCC and to gather information on resources and needs

**1986 - 2002 Mountain Health Services, 2 Broadway, Gorham, NH, 03581
Office Nurse**

- Team member in family practice medical office
- Daily interaction with children, adolescents, and adults
- Referrals arranged for patients to medical specialists and social service agencies

Member of:

- Androscoggin Valley Community Partners
- St Kieran's Community Center for the Arts—Board Member 2004-2007;2012 to Present
- Androscoggin Valley Hospital Diabetes Advisory Board, 2005-Present
- Berlin Health Department Advisory Board, 2009 to Present

Additional Language—French

Continuing Education

Public Health Nurse Ready Certificate of Completion, University of Albany & Empire State Public Health Training Center, January 29, 2013

Community Health Workers Leadership Training, Women's Health Leadership Institute, Region I, Lebanon, NH, August 2012

National Alliance on Mental Illness, Connect, Training Professionals and Communities in Suicide and Response, June 2010;

Cultural Effectiveness in the North Country, January 2008

Health Literacy Institute Health Literacy and Plain Language: Creating Clear Health Communication, October 2007

Amy J. Holmes

Education

- 1993 **Tulane University.** School of Public Health and Tropical Medicine
New Orleans, Louisiana
Master of Health Administration
- 1990 **Tulane University.**
New Orleans, Louisiana
Bachelor of Science: Anthropology Minor: Biology

Professional Experience

- 10/09– PRESENT **COMMUNITY AND PUBLIC HEALTH DIRECTOR**
North Country Health Consortium, Littleton, NH

Responsibilities include:

Oversee and support collaborative work with public and private sector partners to develop and implement public health interventions aimed at fulfilling the 10 essential services of public health in the North Country of New Hampshire.

Duties: utilize community health data to lead community health improvement initiative; research and implement strategies for population-based health promotion and disease prevention; develop and implement plans to evaluate program activities; grant writing; coordinate communications activities; provide technical assistance to local citizen groups; supervise program staff; liaise with academic, state, federal, and private departments and agencies involved with public health and prevention work; oversight and management of public health and substance abuse prevention grants (budgets totaling > \$532,000)

- 11/08 - 10/09 **Workforce Education and Development Program Manager**
Northern New Hampshire Area Health Education Center (AHEC), a program of the
North Country Health Consortium, Littleton, NH

Responsibilities included:

- Developing, planning, and coordinating continuing education programs for health and human service providers in northern New Hampshire communities
- Working with the central New Hampshire AHEC to promote health care careers and health professional continuing education
- Managing funding sources and budgets for education programs and projects
- Community health promotion and training activities through the various programs of the North Country Health Consortium.

Volunteer Work

- 9/03 - 9/06 **President,** Littleton Regional Hospital Auxiliary

Responsibilities included:

- Presiding at all board meetings and supervising the Auxiliary Board Members
- Creating quarterly newsletters to maintain communications with Auxiliary membership
- Appointing committee chairpersons as necessary
- Representing the Auxiliary at regional and state meetings

- 3/05 - 3/06 **Member,** Profile / Littleton School District Regionalization Committee

References Available Upon Request



9/1 Bent

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 13, 2013

G&C Approved

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

Date 6/19/13
Item # 97

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into an agreement with North Country Health Consortium (Vendor #158557-B001), 262 Cottage Street, STE 230, Littleton, NH 03561, in an amount not to exceed \$452,760.00, to improve regional public health emergency preparedness and substance misuse prevention and related health promotion capacity, and implement school-based influenza clinics, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

90.33% Fed. G. 67% GF

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

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$150,500.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$150,500.00
			Sub-Total	\$301,000.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
			Sub-Total	\$130,760.00

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90023010	\$10,500.00
SFY 15	102-500731	Contracts for Prog Svc	90023010	\$10,500.00
			Sub-Total	\$21,000.00
			Total	\$452,760.00

EXPLANATION

Funds in this agreement will be used to allow North Country Health Consortium to align a range of public health and substance misuse prevention and related health promotion activities. North Country Health Consortium will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

This agreement will build regional capacity in four broad areas: a Regional Public Health Advisory Committee; Regional Public Health Preparedness; Substance Misuse Prevention and Related Health Promotion services; and School-Based Seasonal Influenza Clinics. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

North Country Health Consortium will also lead a coordinated effort with regional public health, health care and emergency management partners to develop and exercise regional public health emergency response plans to improve the region's ability to respond to public health emergencies. North Country Health Consortium will also coordinate a Medical Reserve Corps unit made up of local volunteers who work in emergency medical clinics and shelters. These regional activities are integral to the State's capacity to respond to public health emergencies.

This agreement includes \$70,00 per year to support a regional Disaster Behavioral Health Coordinator to serve Belknap, Coos, Carroll, and Grafton counties.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and "super storm" Sandy.

North Country Health Consortium will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play. "

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

North Country Health Consortium will also implement seasonal influenza vaccination clinics in select schools. This initiative represents their ability to expand the range of public health services they offer that are data-driven, known to be effective, and respond to regional needs. Seasonal influenza vaccination rates lag behind the rates for all other recommended childhood immunizations. In order to increase the percent of children six months through 18 years of age who are vaccinated against influenza, New Hampshire must increase access to vaccination services in the school-aged population. New Hampshire's efforts to vaccinate infants and young children against influenza have been more successful than efforts to vaccinate school children, as demonstrated by Medicaid data. The Division of Public Health Services' goal is to increase the percent of children ages 5-12 from 60% in the 2011-2012 influenza season and from 32% for children age 13-17 years in that same period to the national Healthy People 2020 goal of 80% for all children.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 13, 2013
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Achieving higher rates of immunization in a school community is known to lower absenteeism among children and school staff. Schools will be targeted in order to access children who may experience the greatest barriers to vaccination including, but not limited to: a lack of local medical providers; lack of transportation; socioeconomic status; or who live in communities in Medically Underserved Areas.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; coordinate overall public health response activities in this region; and provide disaster behavioral health expertise in four counties. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services. Finally, the ability to increase immunization rates among children who experience barriers to this preventative measure would be lost.

North Country Health Consortium was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with North Country Health Consortium being the sole bid to provide these services in this region. This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Emergency preparedness, including disaster behavioral health services and substance misuse prevention and related health promotion services were contracted previously with this agency in SFY 2012 in the amounts of \$157,000 and \$75,000 respectively. Emergency preparedness funding will increase by \$7,500 due a new funding formula that included both a base award plus a population-based allocation. Substance misuse prevention and related health promotion services will be reduced by \$9,620 as a result of an increase from 10 to 13 in the number of regional prevention networks being funded. This is the initial agreement with this Contractor for school-based influenza clinics.

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

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.

- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the Division of Public Health Services that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).
- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units.

Disaster Behavioral Health Coordination

- Number of Disaster Behavioral Health Response Team volunteers that have met training requirements and are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Disaster Behavioral Health Response Team.

Area served: Atkinson and Gilmanton Academy Grant, Bath, Beans Grant, Beans Purchase, Benton, Berlin, Bethlehem, Cambridge, Carroll, Chandlers Purchase, Clarksville, Colebrook, Columbia, Crawfords Purchase, Cutts Grant, Dalton, Dixs Grant, Dixville, Dummer, Easton, Errol, Ervings Location, Franconia, Gorham, Greens Grant, Hadleys Purchase, Haverhill, Jefferson, Kilkenney, Lancaster, Landaff, Lisbon, Littleton, Low and Burbank's Grant, Lyman, Martins Location, Milan, Millsfield, Monroe, Northumberland, Odell, Pinkham's Grant, Pittsburg, Randolph, Sargents Purchase, Second College Grant, Shelburne, Stark, Stewartstown, Stratford, Success, Sugar Hill, Thompsons & Meserves Purchase, Wentworths Location and Whitefield.

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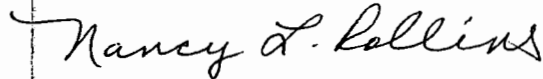
Source of Funds is 90.33% Federal Funds from the U.S. Centers for Disease Control and Prevention and Substance Abuse and Mental Health Services Administration and 9.67% General Funds.

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

Respectfully submitted,

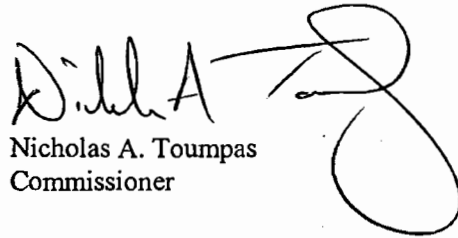


José Thier Montero, MD
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js


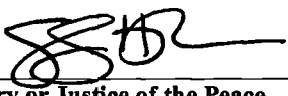
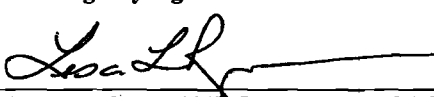
Subject: Regional Public Health Network Services

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 North Country Health Consortium, Inc.		1.4 Contractor Address 262 Cottage Street, STE 230 Littleton, NH 03561	
1.5 Contractor Phone Number (603) 259-3700	1.6 Account Number 05-95-90-902510-5171-102-500731 See Exhibit B for additional account numbers.	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$452,760.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nancy Frank Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>4/23/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Amy J. Holmes, Notary and NCHC Community & Public Health Director			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Jeanette Herdick, Attorney</u> On: <u>27 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services
Regional Public Health Network Services

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

CONTRACTOR NAME: North Country Health Consortium, Inc.

262 Cottage Street, STE 230

ADDRESS: Littleton, NH 03561

Executive Director: Nancy Frank

TELEPHONE: (603) 259-3700

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related

services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups
 - 5.7. Documentation and record-keeping

- 5.8. Process for reviewing and revising the policies and procedures
6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.¹
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Coordinate a hazard vulnerability assessment (HVA) (aka jurisdictional risk assessment) focused on public health, health care and behavioral health systems. The HVA will consist of 3 half-day meetings of regional partners that assess the impact to these three systems in the region from various types of hazards; identify existing preparedness capabilities that mitigate the impact; and identify priority interventions to address gaps. The HVA will be led by DHHS staff and an agency contracted by the DPHS.

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
 - 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).
 - 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
 - 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. Regional Disaster Behavioral Health Services in Belknap Carroll, Coos and Grafton Counties

A. Disaster Behavioral Health Planning

The contractor, in coordination with a community mental health center, will hire and supervise a regional Disaster Behavioral Health Liaison (DBHL), to ensure the completion of the following activities:

1. Integrate disaster behavioral health planning efforts with those of public health, public safety and emergency medical entities to ensure coordination with local, regional and state plans. Promote behavioral health as an essential component of emergency planning and responses activities.
 - 1.1 Establish and maintain relationships with the Regional Public Health Advisory Committee as well as community mental health centers, hospitals, schools, Red Cross Chapters, Department of Safety field representatives and other governmental agencies in the assigned region.
 - 1.2 Attend regularly scheduled meetings convened by the above named agencies and organizations. Engage other stakeholders as appropriate.
2. Provide technical assistance to community mental health centers, hospitals, schools and local municipalities to integrate behavioral health capabilities in their respective emergency response plans.
3. Inform the NH DHHS ESU Disaster Behavioral Health Coordinator (DBHC) of local/regional needs and planning issues that may require the attention of the State.
4. Assist the DBHC to develop First Responder Peer-based Critical Incident Stress Management teams through training, consultation and technical assistance.
5. Ensure sustainability of the behavioral health component of the RPHEA. Conduct annual reviews of the behavioral health components of the RPHEA and, as requested, other agencies such as hospitals, schools and community mental health centers, to ensure behavioral health capabilities are integrated and up-to-date.
6. Disseminate disaster behavioral health templates to agencies for integration into agency response plans.

B. Disaster Behavioral Health Response Readiness

1. Assist the DBHC in maintaining a resource directory of state and local behavioral health services that provide acute crisis, intermediate and long term behavioral health support to disaster victims, families, vulnerable populations, first responders and the general public.
 - 1.1 Ensure the directory is accurate and complete.
 - 1.2 Disseminate and promote the use of the directory with local and regional emergency response entities.
2. Recruit and train Disaster Behavioral Health Response Team (DBHRT) members.
 - 2.1. Maintain regional DBHRTs to ensure that team members meet the conditions of their team membership agreement in order to ensure their capacity to respond to an emergency.
 - 2.2. Conduct semi-annual meetings of DBHRT members to share information, solicit concerns and explore suggestions for improving team functioning.
 - 2.3. Recruit new team members, arrange for and provide their initial training.
 - 2.4. Coordinate and provide ongoing training for established DBHRT members with the ESU DBHC. This includes DBHRT Basic Training, DBHRT Team Leader training, Psychological First Aid, Family Assistance Center, Critical Incident Stress Management (Group), Compassion Fatigue and Community Resiliency.
 - 2.5. Assist the DBHC in developing and providing new trainings such as: Responding to Traumatic Events in Schools, Grief and Shattered Assumptions, Working in a POD and Working in a Shelter.
 - 2.6. Coordinate DBHRT members' participation in drills and exercises. Inform state-level DBHC of team member involvement in drills/exercises, training and response to actual events.
 - 2.7. Enter and maintain data about DBHRT members in the NHResponds system administered by the NH DHHS ESU to ensure the capability to notify, activate, and track members during emergency events. Utilize this system to activate members and track deployment. The agency funded under

this agreement will be granted administrative access rights to this web-based system in order to complete this activity.

3. In the event of an emergency event or critical incident, assist the DHHS ESU in coordinating the behavioral health response with local and state officials, regional DBHRT team leaders and the state-level DBHC.
 - 3.1. Conduct an Initial Community Needs Assessment to determine the local behavioral health needs.
 - 3.2. Assist in the activation of DBHRT members.
 - 3.3. Coordinate orientation and pre-deployment briefings for DBHRT members.
 - 3.4. Serve in a Team Leader role in the absence of team leaders.
 - 3.5. Assist in the coordination of response and recovery efforts. Provide leadership in local planning, coordination and collaboration of behavioral health services to disaster victims.
 - 3.6. Conduct post-deployment checks of all DBHRT members who respond to an event.

C. Disaster Behavioral Health Emergency Drills and Exercises

1. Participate in the design of and attend all drills, simulations and exercises in the assigned regions. Contribute to After Action Reports (AARs).
2. Assist to develop Improvement Plans based on the findings of the AAR for drills, exercises and responses to real events.

5. School-Based Seasonal Influenza Vaccination Services

1. Implement vaccination programs against seasonal influenza in primary, middle, and high schools based on guidance and protocols from the NH Immunization Program (NHIP).
 - 1.1 Recruit public and non-residential private schools to participate in school-based clinics based on priorities established by the DPHS. Priorities may be based on socioeconomic status, prior year vaccination rates, or other indicators of need.
 - 1.2 School influenza vaccination clinics must be held during the school day (approximately 8 A.M. to 4 P.M.) and on school grounds.
 - 1.3 As requested by the DPHS, use the IRMS to manage vaccine provided under the auspices of the DPHS NHIP.
 - 1.4 Submit all required documentation for immunized individuals to the NHIP within 10 business days after each clinic.
 - 1.5 Report all known adverse reactions according to protocols established by the NHIP.
 - 1.6 Dispose of all biological waste materials in accordance with regulations established by the State of New Hampshire.
 - 1.7 Conduct debriefings after each clinic to identify opportunities for improvements.

6. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

Disaster Behavioral Health Emergency Planning

- Number of DBHRT volunteers that have met training requirements and are deemed eligible to respond to an emergency (DBHRT awardee only).
- Percent of requests for deployment during emergencies met by DBHRT (DBHRT awardee only).

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

7. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Disaster Behavioral Health Planning and Response

1. The Regional DBHL will complete the following training programs:
 - American Red Cross
 - Foundations of Disaster Mental Health
 - Disaster Assessment Basics
 - Shelter Operations
 - Mass Care
 - Federal Emergency Management Agency-Incident Command System (FEMA-ICS)
 - IS 100.b
 - IS-200.b
 - ICS-300
 - IS-700a
 - HSEEP
 - DHHS ESU
 - NHResponds System Administrator training

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

Immunization Services

1. Participate in bi-monthly conference calls with NHIP staff.
2. Attend a half-day Training of Trainers in-service program offered by the NHIP.

8. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. Regional Disaster Behavioral Health
- e. School-based Vaccination Services
- f. Training and Technical Assistance
- g. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.
 - 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
 - 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2. Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness, Disaster Behavioral Health and School- Based Immunization Clinics

- 1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
- 2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion

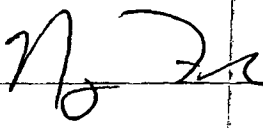
- 1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).
 - 1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

- 1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

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 appropriate DHHS office immediately for additional guidance.

Executive Director Signature: _____



NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

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

CONTRACTOR NAME: North Country Health Consortium, Inc.
262 Cottage Street, STE 230

ADDRESS: Littleton, NH 03561
Executive Director: Nancy Frank
TELEPHONE: (603) 259-3700

Vendor #158557-B001	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734
	Job #90023010	Appropriation #05-95-90-902510-5178-102-500731

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:

\$161,000 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds and, \$140,000 Public Health Preparedness – Disaster Behavioral Health, funded from 85.45% federal funds from the CDC, (CFDA #96.069), and 14.55% general funds, \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959), and \$21,000 for School Based Vaccination Clinics, funded from 100% federal funds from the National Center for Immunization and Respiratory Diseases, CDC, (CFDA #93.268).

TOTAL: \$452,760

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.
4. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
5. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

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

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, 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, DHHS in its sole discretion may decide to offer a two (2) year extension, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. **Authority to Adjust**

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

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.


NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

 _____ Contractor Signature	<i>Executive Director</i> _____ Contractor's Representative Title
North Country Health Consortium, Inc. _____ Contractor Name	4/23/13 _____ Date



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Regional Public Health Network Services**

This 1st Amendment to the County of Sullivan, contract (hereinafter referred to as "Amendment One") dated this 1 day of December, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and County of Sullivan, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 14 Main Street, Newport, NH 03773.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #99, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to change the scope of services and the price limitation, and

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

1. **Change** price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$327,010.
2. **Add** Exhibit A-1, Additional Scope of Services
3. **Amend** Exhibit B, Purchase of Services, Contract Price, to add:
 - 1.1. The contract price shall increase by \$25,000 for SFY 2015 for a total increase of \$25,000.
 - 1.2. Funding is available as follows:
 - \$15,000 - 100% Federal Funds from the Substance Abuse and Mental Health Services, CFDA #93.959, Federal Award Identification Number (FAIN), TI010035-14;
 - \$10,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037.
4. **Amend** Exhibit B, Purchase of Services, Contract Price, to:

Delete: Paragraph 6 and,

Replace with:



6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
5. **Amend** Budget to add: Exhibit B-1 (2015)
6. **Amend** Exhibit C, Special Provisions to:
Delete: Exhibit C, Special Provisions,
Replace with: Exhibit C, Special Provisions Amendment #1
7. **Add:** Exhibit C-1, Revisions to General Provisions
8. **Amend** Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance to:
Delete: Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and;
Replace with: Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection Amendment #1

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



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

State of New Hampshire
Department of Health and Human Services

1/15/15
Date

[Signature]
Brook Dupee
Bureau Chief

County of Sullivan

12/1/14
Date

[Signature]
Name: JESSIE W. LEVINE
Title: COUNTY MANAGER

Acknowledgement:

State of New Hampshire, County of Sullivan on 12-01-2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

SHARON CALLUM - ADMINISTRATIVE ASSISTANT
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/1/2019



Contractor Initials: [Signature]
Date: 12/01/2014



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

OFFICE OF THE ATTORNEY GENERAL

1/20/15
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: [Signature]
Date: 12/01/2014



Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is

[Handwritten Signature]

12/10/2014



Exhibit A-1

- made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.
- 1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.
- 1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

- 1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.
- 1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:
 - 1.2.1 Understand the nature of substance use disorders;
 - 1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;
 - 1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;
 - 1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;
 - 1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:
 - 1.2.5.1 Environmental strategies
 - 1.2.5.2 Prevention services
 - 1.2.5.3 Intervention services
 - 1.2.5.4 Treatment services
 - 1.2.5.5 Recovery support services
- 1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.
 - 1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and



Exhibit A-1

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
- 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

- 1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Reporting Requirements

- 1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

- 1. Completion and approved work plan within one month of the approved contract.
- 2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

- 1. Completion and approved work plan within one month of the approved contract.



Exhibit A-1

- 2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
- 3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
- 4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

**Exhibit B-1 - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Sullivan County, NH

Regional Public Health Network Amendment

Budget Request for: Award

(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)

1. Total Salary/Wages	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -
6. Travel	\$ 3,000.00	\$ 300.00	\$ 3,300.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 540.00	\$ 54.00	\$ 594.00
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 19,194.00	\$ 1,912.00	\$ 21,106.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
TOTAL	\$ 22,734.00	\$ 2,266.00	\$ 25,000.00

Indirect As A Percent of Direct

10.0%

Contractor Initials: jl

Date: 12/01/2014



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

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



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

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

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

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

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

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

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

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

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

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

[Handwritten Signature]
Date *12/10/14*



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of the competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Contractor Initials *jl*

Date 12/16/2014



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

12/1/14
Date

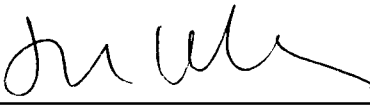

Name: JESSIE W. LEVINE
Title: COUNTY MANAGER

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials



CERTIFICATE OF VOTE/AUTHORITY

I, **Bennie Nelson** of the **County of Sullivan, NH**, do hereby certify that:

1. I am the duly elected **Commissioner Vice Chair** of the (Corporation:) **County of Sullivan, NH**;
2. I maintain and have custody of and am familiar with the seal and minute books of the Corporation;
3. I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
4. The following are true, accurate and complete copies of the resolutions duly adopted by the Corporation at a meeting of the **Commissioners** held in accordance with New Hampshire State laws on **Monday, December 1, 2014**;

RESOLVED: That this Corporation may enter into any and all agreements and contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services, for grant funding of the Regional Public Health Network Services agreement.

RESOLVED: That the **County Manager** is hereby authorized on behalf of this corporation to enter into said agreements and contracts with the State of New Hampshire Department of Health and Human Services, Division of Public Health Services, and to execute any and all documents, agreements, contracts, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. **Jessie Levine** is the duly appointed **County Manager** of the Corporation.

5. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **December 1, 2014**.

IN WITNESS WHEREOF, I have hereunto set my hand as the **Commissioner Vice Chair** of the **County of Sullivan, NH** this **1st** day of **December, 2014**.

Bennie Nelson 12/01/2014
Bennie Nelson, Board of Commissioner Clerk

STATE OF NH
COUNTY OF SULLIVAN

(SEAL OF COUNTY OF SULLIVAN, NH)

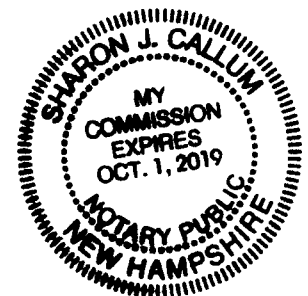
NOTARY:

The undersigned hereby certifies that the foregoing *Certificate of Vote* is the instrument described therein, that the signatures and seal of Sullivan County on this Certificate of Vote are genuine.

Sharon J. Callum
3110200 CALLUM
Justice of the Peace/Notary Public

My commission expires: 10/01/2019

(Notary Seal)





CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Sullivan County 14 Main Street Newport, NH 03773		Member Number: 606	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)	\$	
			Med Exp (Any one person)	\$	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease – Each Employee	\$2,000,000	
			Disease – Policy Limit	\$	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only for Public Health Network Program grant. The Participating Member will advise of cancellation no less than 10 days prior to cancellation.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
Department of Health and Human Services Contracts and Procurement Unit 129 Pleasant St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 1/29/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax

SULLIVAN COUNTY, NEW HAMPSHIRE

Annual Financial Statements

For the Year Ended June 30, 2013

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MELANSON HEATH & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Board of Commissioners
Sullivan County, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Sullivan County, New Hampshire, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise Sullivan County, New Hampshire's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

The County's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and

fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Sullivan County, New Hampshire, as of June 30, 2013, and the respective changes in financial position and the respective budgetary comparison for all budgeted funds for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis and Schedule of Funding Progress be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with evidence sufficient to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 3, 2014 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
February 3, 2014

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of Sullivan County, New Hampshire (the County), we offer readers this narrative overview and analysis of the financial activities of Sullivan County for the fiscal year ended June 30, 2013.

A. OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the basic financial statements. The basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of our finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position is improving or deteriorating.

The Statement of Activities presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

The governmental activities include general government, public safety, corrections, human services, cooperative extension, and nursing home.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements. The accounts of the County are reported as governmental funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the County's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

An annual appropriated budget is adopted for all funds. A budgetary comparison statement has been provided for all funds to demonstrate compliance with this budget.

Notes to financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information which is required to be disclosed by the accounting principles generally accepted in the United States of America.

B. FINANCIAL HIGHLIGHTS

- As of the close of the current fiscal year, the total of assets exceeded liabilities by \$15,764,820 (i.e., net position), a change of \$2,074,237 in comparison to the prior year.
- As of the close of the current fiscal year, governmental funds reported combined ending fund balances of \$7,070,122, a change of \$(281,284) in comparison to the prior year.
- At the end of the current fiscal year, the fund balance for the general fund was \$8,101,806, a change of \$949,763 in comparison to the prior year.
- Total bonds payable, including bond premium, at the close of the current fiscal year was \$4,823,200, a change of \$(692,600) in comparison to the prior year.

C. GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is a summary of condensed government-wide financial data for the current and prior fiscal years.

NET POSITION

	Governmental Activities	
	<u>2013</u>	<u>2012</u>
Current assets	\$ 9,968,208	\$ 9,240,081
Noncurrent assets	<u>15,137,103</u>	<u>13,018,388</u>
Total assets	25,105,311	22,258,469
Current liabilities	3,892,828	2,825,195
Noncurrent liabilities	<u>5,447,663</u>	<u>5,742,691</u>
Total liabilities	9,340,491	8,567,886
Net position:		
Net investment in capital assets	7,913,488	7,459,427
Restricted	332,123	189,758
Unrestricted	<u>7,519,209</u>	<u>6,041,398</u>
Total net position	<u>\$ 15,764,820</u>	<u>\$ 13,690,583</u>

CHANGE IN NET POSITION

	Governmental Activities	
	<u>2013</u>	<u>2012</u>
Revenues:		
Program revenues:		
Charges for services	\$ 13,442,439	\$ 13,097,277
Operating grants and contributions	778,963	1,634,739
Capital grants and contributions	550,000	52,500
General revenues:		
County taxes	13,892,074	13,905,995
Investment income	6,826	8,574
Miscellaneous	<u>367,381</u>	<u>323,593</u>
Total revenues	29,037,683	29,022,678

(continued)

(continued)

CHANGE IN NET POSITION

	Governmental Activities	
	<u>2013</u>	<u>2012</u>
Expenses:		
General government	2,010,999	1,932,225
Public safety	940,813	956,906
Corrections	4,560,718	4,513,044
Human services	5,409,030	5,683,353
Cooperative extension	252,437	282,066
Nursing home	13,613,101	13,641,908
Interest expense	176,348	193,883
	<u>26,963,446</u>	<u>27,203,385</u>
Total expenses		
Change in net position	2,074,237	1,819,293
Net position - beginning of year	<u>13,690,583</u>	<u>11,871,290</u>
Net position - end of year	<u>\$ 15,764,820</u>	<u>\$ 13,690,583</u>

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. At the close of the most recent fiscal year, total net position were \$15,764,820, a change of \$2,074,237 from the prior year.

The largest portion of net position \$7,913,488 reflects our investment in capital assets (e.g., land, buildings and improvements, equipment and furnishings, vehicles, and construction in progress); less any related debt used to acquire those assets that is still outstanding. These capital assets are used to provide services to citizens; consequently, these assets are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of net position \$332,123 represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position \$7,519,209 may be used to meet the government's ongoing obligations to citizens and creditors.

Governmental activities. Governmental activities for the year resulted in a change in net position of \$2,074,237. Key elements of this change are as follows:

<u>Operating Results:</u>	
General fund	\$ 949,763
Register of deeds fund	15,712
Grants fund	43,501
Capital projects fund	<u>(1,290,260)</u>
Subtotal operating results	(281,284)
Purchase of capital assets	3,006,259
Principal debt service in excess of depreciation expense	(361,938)
Change in accrued interest liability	7,501
Change in compensated absence liability	(9,789)
Change in net OPEB obligation	<u>(286,512)</u>
Total	<u>\$ 2,074,237</u>

D. FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, governmental funds reported combined ending fund balances of \$7,070,122, a change of \$(281,284) in comparison to the prior year. Key elements of this change are as follows:

General fund revenues and transfers in excess of expenditures and transfers out	\$ 949,763
Register of Deeds fund revenues and transfers in excess of expenditures and transfers out	15,712
Grants fund revenues and transfers in in excess of expenditures and transfers out	43,501
Capital projects fund expenditures and transfers out in excess of revenues and transfers in	<u>(1,290,260)</u>
Total	<u>\$ (281,284)</u>

The general fund is the chief operating fund. At the end of the current fiscal year, unassigned fund balance of the general fund was \$5,654,484, while total fund balance was \$8,101,806. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total budgeted expenditures. Refer to the table below.

<u>General Fund</u>	<u>6/30/13</u>	<u>6/30/12</u>	<u>Change</u>	<u>Percentage of Total Budgeted Expenditures</u>
Unassigned fund balance	\$ 5,654,484	\$ 4,210,636	\$ 1,443,848	17.0%
Total fund balance	\$ 8,101,806	\$ 7,152,043	\$ 949,763	24.4%

The total fund balance of all funds changed by \$(281,284) during the current fiscal year. Key factors in this change are as follows:

Revenues in excess of budget	\$ 1,982,992
Expenditures less than appropriations	2,334,626
Use of fund balance as a funding source	(1,875,911)
Capital reserve transfer	477,009
Proceeds of bonds	<u>(3,200,000)</u>
Total all funds	\$ <u>(281,284)</u>

E. BUDGETARY HIGHLIGHTS

Differences between the original and the final amended budget resulted in an overall change in appropriations of \$187,038. This change relates to a use of voted reserves (fund balance).

F. CAPITAL ASSET AND DEBT ADMINISTRATION

Capital assets. Total investment in capital assets for governmental activities at year-end amounted to \$15,137,103 (net of accumulated depreciation), an increase of \$2,118,715 from the prior year. This investment in capital assets includes land, buildings and improvements, equipment and furnishings, vehicles, and construction in progress.

Major capital asset events during the current fiscal year included biomass construction costs of approximately \$2,400,000.

Additional information on capital assets can be found in the Notes to Financial Statements.

Long-term debt. At the end of the current fiscal year, total bonded debt outstanding was \$4,823,200, all of which relates to the corrections facility upgrade, was backed by the full faith and credit of the County.

Additional information on long-term debt can be found in the Notes to Financial statements.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Sullivan County's finances for all those with an interest in the County's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Sullivan County, New Hampshire
14 Main Street
Newport, New Hampshire 03773

SULLIVAN COUNTY, NEW HAMPSHIRE

STATEMENT OF NET POSITION

JUNE 30, 2013

	Governmental <u>Activities</u>
ASSETS	
Current:	
Cash and short-term investments	\$ 7,725,811
Restricted cash	294,424
Accounts receivable, net of allowances	1,600,076
Prepaid expenses	296,192
Inventory	51,705
Noncurrent:	
Capital Assets:	
Land	105,430
Construction in progress	2,542,700
Capital assets, net of accumulated depreciation	<u>12,488,973</u>
TOTAL ASSETS	25,105,311
LIABILITIES	
Current:	
Accounts payable	1,328,710
Accrued liabilities	564,440
Restricted cash liability	182,011
Bond anticipation notes payable	900,000
Current portion of long-term liabilities:	
Notes payable	76,841
Bonds payable	692,600
Compensated absences	148,226
Noncurrent:	
Notes payable	121,916
Bonds payable	4,130,600
Compensated absences	246,876
Net OPEB obligation	<u>948,271</u>
TOTAL LIABILITIES	9,340,491
NET POSITION	
Net investment in capital assets	7,913,488
Restricted	332,123
Unrestricted	<u>7,519,209</u>
TOTAL NET POSITION	\$ <u>15,764,820</u>

The accompanying notes are an integral part of these financial statements.

SULLIVAN COUNTY, NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2013

	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expenses) Revenues and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>
Governmental Activities:					
General government	\$ 2,010,999	\$ 546,302	\$ 34,000	\$ -	\$ (1,430,697)
Public safety	940,813	82,106	110,874	-	(747,833)
Corrections	4,560,718	81,442	264,103	-	(4,215,173)
Human services	5,409,030	-	355,694	-	(5,053,336)
Cooperative extension	252,437	-	14,292	-	(238,145)
Nursing home	13,613,101	12,732,589	-	-	(880,512)
Biomass project grants	-	-	-	550,000	550,000
Interest expense	176,348	-	-	-	(176,348)
	<u>\$ 26,963,446</u>	<u>\$ 13,442,439</u>	<u>\$ 778,963</u>	<u>\$ 550,000</u>	<u>(12,192,044)</u>
Total Governmental Activities					
General Revenues:					
County taxes					13,892,074
Investment income					6,826
Miscellaneous					367,381
Total general revenues					<u>14,266,281</u>
Change in Net Position					2,074,237
Net Position:					
Beginning of year					<u>13,690,583</u>
End of year					<u>\$ 15,764,820</u>

The accompanying notes are an integral part of these financial statements.

SULLIVAN COUNTY, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

BALANCE SHEET

JUNE 30, 2013

ASSETS

Cash and short-term investments							
Restricted cash							
Accounts receivable, net of allowances							
Prepaid expenses							
Due from other funds							
Inventory							
TOTAL ASSETS							

LIABILITIES AND FUND BALANCES

Liabilities:							
Accounts payable							
Accrued liabilities							
Due to other funds							
Restricted cash liability							
Bond anticipation notes payable							
TOTAL LIABILITIES							
Fund Balances:							
Nonspendable							
Restricted							
Committed							
Assigned							
Unassigned							
TOTAL FUND BALANCES							
TOTAL LIABILITIES AND FUND BALANCES							

The accompanying notes are an integral part of these financial statements.

SULLIVAN COUNTY, NEW HAMPSHIRE

RECONCILIATION OF TOTAL GOVERNMENTAL FUND
BALANCES TO NET POSITION OF GOVERNMENTAL
ACTIVITIES IN THE STATEMENT OF NET POSITION

JUNE 30, 2013

Total governmental fund balances	\$ 7,070,122
• Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	15,137,103
• In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due.	(77,075)
• Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds:	
Notes payable	(198,757)
Bonds payable	(4,823,200)
Compensated absences	(395,102)
Net OPEB obligation	<u>(948,271)</u>
Net position of governmental activities	<u>\$ 15,764,820</u>

The accompanying notes are an integral part of these financial statements.

SULLIVAN COUNTY, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED JUNE 30, 2013

	General Fund	Register of Deeds Fund	Grants Fund	Capital Projects Fund	Total Governmental Funds
Revenues:					
County taxes	\$ 13,892,074	\$ -	\$ -	\$ -	\$ 13,892,074
Nursing home	12,732,589	-	-	-	12,732,589
Charges for services	250,367	377,377	82,106	-	709,850
Intergovernmental	108,977	-	669,986	550,000	1,328,963
Investment income	6,826	-	-	-	6,826
Miscellaneous	334,781	-	-	-	334,781
Total Revenues	27,325,614	377,377	752,092	550,000	29,005,083
Expenditures:					
Current:					
General government	1,503,399	343,288	144	-	1,846,831
Public safety	826,262	-	193,723	-	1,019,985
Corrections	4,048,557	-	183,571	-	4,232,128
Human services	5,127,047	-	278,653	-	5,405,700
Cooperative extension	252,661	-	-	-	252,661
Nursing home	13,104,869	-	-	-	13,104,869
Capital outlay	370,459	-	-	2,392,760	2,763,219
Debt service	843,850	-	-	-	843,850
Total Expenditures	26,077,104	343,288	656,091	2,392,760	29,469,243
Excess (deficiency) of revenues over expenditures	1,248,510	34,089	96,001	(1,842,760)	(464,160)
Other Financing Sources (Uses):					
Proceeds of notes	182,876	-	-	-	182,876
Transfers:					
Register of Deeds	18,377	(18,377)	-	-	-
Capital Projects - Biomass project	(500,000)	-	(52,500)	552,500	-
Total Other Financing Sources (Uses)	(298,747)	(18,377)	(52,500)	552,500	182,876
Excess (deficiency) of revenues and other sources over expenditures and other uses	949,763	15,712	43,501	(1,290,260)	(281,284)
Fund Equity, at Beginning of Year	7,152,043	96,601	114,160	(11,398)	7,351,406
Fund Equity, at End of Year	\$ 8,101,806	\$ 112,313	\$ 157,661	\$ (1,301,658)	\$ 7,070,122

The accompanying notes are an integral part of these financial statements.

SULLIVAN COUNTY, NEW HAMPSHIRE

RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2013

Net changes in fund balances - Total governmental funds	\$ (281,284)								
<ul style="list-style-type: none"> Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense: <table> <tr> <td style="padding-left: 40px;">Capital asset purchases, net</td> <td style="text-align: right;">3,006,259</td> </tr> <tr> <td style="padding-left: 40px;">Depreciation</td> <td style="text-align: right;">(887,544)</td> </tr> </table> 		Capital asset purchases, net	3,006,259	Depreciation	(887,544)				
Capital asset purchases, net	3,006,259								
Depreciation	(887,544)								
<ul style="list-style-type: none"> The issuance of long-term debt (e.g., bonds and notes) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the financial resources of governmental funds. Neither transaction, however, has any effect on net assets: <table> <tr> <td style="padding-left: 40px;">Repayments of bonds payable</td> <td style="text-align: right;">660,000</td> </tr> <tr> <td style="padding-left: 40px;">Proceeds of notes payable</td> <td style="text-align: right;">(182,876)</td> </tr> <tr> <td style="padding-left: 40px;">Repayments of notes payable</td> <td style="text-align: right;">15,882</td> </tr> <tr> <td style="padding-left: 40px;">Amortization of bond premium</td> <td style="text-align: right;">32,600</td> </tr> </table> 		Repayments of bonds payable	660,000	Proceeds of notes payable	(182,876)	Repayments of notes payable	15,882	Amortization of bond premium	32,600
Repayments of bonds payable	660,000								
Proceeds of notes payable	(182,876)								
Repayments of notes payable	15,882								
Amortization of bond premium	32,600								
<ul style="list-style-type: none"> In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due. <table> <tr> <td style="padding-left: 40px;"></td> <td style="text-align: right;">7,501</td> </tr> </table> 			7,501						
	7,501								
<ul style="list-style-type: none"> Some expenses reported in the Statement of Activities, such as compensated absences and net OPEB obligation, do not require the use of current financial resources and therefore, are not reported as expenditures in the governmental funds. <table> <tr> <td style="padding-left: 40px;">Compensated absences</td> <td style="text-align: right;">(9,789)</td> </tr> <tr> <td style="padding-left: 40px;">Net OPEB obligation</td> <td style="text-align: right;"><u>(286,512)</u></td> </tr> </table> 		Compensated absences	(9,789)	Net OPEB obligation	<u>(286,512)</u>				
Compensated absences	(9,789)								
Net OPEB obligation	<u>(286,512)</u>								
Change in net position of governmental activities	<u>\$ 2,074,237</u>								

The accompanying notes are an integral part of these financial statements.

SULLIVAN COUNTY, NEW HAMPSHIRE

ALL BUDGETED FUNDS

STATEMENT OF REVENUES AND OTHER SOURCES, AND EXPENDITURES AND OTHER USES - BUDGET AND ACTUAL

FOR THE YEAR ENDED JUNE 30, 2013

	Budgeted Amounts			Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
	Original Budget	From Prior Years' Budgets	Final Budget		
Revenues and Other Sources:					
General Fund:					
County taxes	\$ 13,892,074	\$ -	\$ 13,892,074	\$ 13,892,074	\$ -
Nursing home	12,486,421	-	12,486,421	13,620,607	1,134,186
Charges for services	227,285	-	227,285	250,367	23,082
Intergovernmental	60,500	-	60,500	108,977	48,477
Investment income	15,000	-	15,000	6,826	(8,174)
Miscellaneous	234,083	-	234,083	334,781	100,698
Other Funds:					
Register of Deeds	315,000	-	315,000	377,377	62,377
Grants	679,746	-	679,746	752,092	72,346
Capital projects - Biomass project	-	-	-	550,000	550,000
Other Financing Sources:					
Use of fund balance - reduce taxes	1,211,864	187,038	1,398,902	1,398,902	-
Use of fund balance - transfer to capital reserve fund	477,009	-	477,009	477,009	-
Proceeds of bonds - Biomass project	3,200,000	-	3,200,000	3,200,000	-
Proceeds of notes	182,876	-	182,876	182,876	-
Total Revenues and Other Sources	32,981,858	187,038	33,168,896	35,151,888	1,982,992
Expenditures and Other Uses:					
General Fund:					
General government	1,620,408	29,401	1,649,809	1,503,399	146,410
Public safety	836,260	-	836,260	826,262	9,998
Corrections	4,214,136	110,466	4,324,602	4,048,557	276,045
Human services	5,213,805	-	5,213,805	5,127,047	86,758
Cooperative extension	246,638	-	246,638	252,661	(6,023)
Nursing home	14,880,404	-	14,880,404	13,992,887	887,517
Capital outlay	336,064	47,171	383,235	370,459	12,776
Debt service	926,850	-	926,850	843,850	83,000
Other Funds:					
Register of Deeds	350,538	-	350,538	343,288	7,250
Grants	679,746	-	679,746	656,091	23,655
Capital projects - Biomass project	3,200,000	-	3,200,000	2,392,760	807,240
Other Financing Uses:					
Transfer to capital reserve	477,009	-	477,009	477,009	-
Total Expenditures and Other Uses	32,981,858	187,038	33,168,896	30,834,270	2,334,626
Excess of revenues and other financing sources (uses) over expenditures	\$ -	\$ -	\$ -	\$ 4,317,618	\$ 4,317,618

The accompanying notes are an integral part of these financial statements.

SULLIVAN COUNTY, NEW HAMPSHIRE

Notes to Financial Statements

1. Summary of Significant Accounting Policies

The accounting policies of Sullivan County, New Hampshire (the County) conform to generally accepted accounting principles (GAAP) as applicable to governmental units. The following is a summary of the more significant policies:

A. Reporting Entity

The County is a municipal corporation governed by an elected Board of Commissioners. As required by generally accepted accounting principles, these financial statements present the County and applicable component units for which the County is considered to be financially accountable. In fiscal year 2013, it was determined that no entities met the required GASB 39 criteria of component units.

B. Government-wide and Fund Financial Statements

Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Fund Financial Statements

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-wide Financial Statements

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as *program revenues* include (1) charges to customers or applicants for goods, services, or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Generally, all other revenue items are considered to be measurable and available only when cash is received by the County. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The County reports the following major governmental funds:

- The *General Fund* is the County's primary operating fund. It accounts for all financial resources of the government, except those required to be accounted for in another fund.
- The *Register of Deeds Fund* is used to account for the proceeds of specific revenue sources and related expenditures that are associated with registry activities.
- The *Grants Fund* accounts for grant activity of the County.
- The *Capital Projects Fund* accounts for the activity of the biomass project.

D. Cash and Short-Term Investments

Cash balances from all funds, except those required to be segregated by law, are combined to form a consolidation of cash. Cash balances are invested to the extent available, and interest earnings are recognized in the general fund. Certain special revenue funds segregate cash, and investment earnings become a part of those funds.

Deposits with financial institutions consist primarily of demand deposits, certificates of deposits, and savings accounts. A cash and investment pool is maintained that is available for use by all funds. Each fund's portion of this pool is reflected on the combined financial statements under the caption "cash and short-term investments". The interest earnings attributable to each fund type are included under investment income.

E. Interfund Receivables and Payables

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due from/to other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans).

F. Inventory

Inventory is valued at cost using the first-in/first-out (FIFO) method.

G. Capital Assets

Capital assets, which include land, buildings and improvements, equipment and furnishings, vehicles, and construction in progress, are reported in the government-wide financial statements. Capital assets are defined by the County as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of five years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets is included as part of the capitalized value of the assets constructed.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings and improvements	20 - 40
Equipment and furnishings	5
Vehicles	5

H. Compensated Absences

It is the County's policy to permit employees to accumulate earned but unused vacation pay benefits. All vested vacation pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

I. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities statement of net position.

J. Fund Equity

Fund equity at the governmental fund financial reporting level is classified as "fund balance". Fund equity for all other reporting is classified as "net position".

Fund Balance - Generally, fund balance represents the difference between the current assets and current liabilities. The County reserves those portions of fund balance that are legally segregated for a specific future use or which do not represent available, spendable resources and therefore, are not available for appropriation or expenditure. Unassigned fund balance indicates that portion of fund balance that is available for appropriation in future periods.

The County's fund balance classification policies and procedures are as follows:

- 1) Nonspendable funds are either unspendable in the current form (i.e., inventory or prepaid items) or can never be spent.
- 2) Restricted funds are used solely for the purpose in which the fund was established. In the case of special revenue funds, these funds are created by statute or otherwise have external constraints on how the funds can be expended.

- 3) Committed funds are reported and expended as a result of motions passed by the highest decision making authority in the County (i.e., County Delegation).
- 4) Assigned funds are used for specific purposes as established by management. These funds, which include encumbrances, have been assigned for specific goods and services ordered but not yet paid for. This account also includes fund balance voted to be used in the subsequent fiscal year.
- 5) Unassigned funds are available to be spent in future periods.

When an expenditure is incurred that would qualify for payment from multiple fund balance types, the County uses the following order to liquidate liabilities: restricted, committed, assigned, and unassigned.

Net Position - Net position represents the difference between assets and liabilities. Net assets invested in capital assets, net of related debt, consist of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvement of those assets. Net assets are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. All other net assets are reported as unrestricted.

K. Use of Estimates

The preparation of basic financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures for contingent assets and liabilities at the date of the basic financial statements and the reported amounts of the revenues and expenditures/expenses during the fiscal year. Actual results could vary from estimates that were used.

2. Stewardship, Compliance and Accountability

A. Budgetary Information

The County follows the following procedures establishing the budgetary data reflected in the basic financial statements:

- Prior to May 1st, the County departments submit to the County Commissioners a proposed budget for the fiscal year commencing the following July 1. The budget includes proposed expenditures and the means of financing them.

- Hearings are conducted by the County Commissioners prior to the County's budget meeting to discuss the proposed budget.
- The budget is legally enacted by the County Delegation prior to September 1st.
- Appropriations for certain projects and specific items not fully expended at the fiscal year-end are carried forward as continued appropriations to the new fiscal year in which they supplement the appropriations of that year.
- The budgets for all departments and operations of the County are prepared under the direction of the County Commissioners. Original appropriations are acted upon by the County Delegation vote.
- A copy of the budget is published in the Annual Report of Sullivan County, New Hampshire.

B. Budgetary Basis

The final appropriation appearing on the "Budget and Actual" page of the fund financial statements represents the final amended budget after all reserve fund transfers and supplemental appropriations.

C. Budget/GAAP Reconciliation

Budgetary data is based upon accounting principles that differ from generally accepted accounting principles (GAAP). Therefore, in addition to the GAAP basis financial statements, the results of operations are presented in accordance with budgetary accounting principles to provide a meaningful comparison with budgetary data.

The following is a summary of adjustments made to the actual revenues and other sources, and expenditures and other uses, to conform to the budgetary basis of accounting.

	<u>Revenues and Other Financing Sources</u>	<u>Expenditures and Other Financing Uses</u>
Revenues/Expenditures (GAAP Basis)	\$ 29,005,083	\$ 29,469,243
Proceeds of notes	<u>182,876</u>	<u>-</u>
Subtotal (GAAP Basis)	29,187,959	29,469,243
To record use of fund balance	1,875,911	-
Reclassification of nursing home bed tax and write-offs	888,018	888,018
To record budgeted bond proceeds	3,200,000	-
To record budgeted transfer to capital reserve	<u>-</u>	<u>477,009</u>
Budgetary Basis	<u>\$ 35,151,888</u>	<u>\$ 30,834,270</u>

D. Deficit Fund Equity

The following funds had deficits as of June 30, 2013:

<u>Fund Number</u>	<u>Fund Name</u>	<u>Deficit</u>
527	Justice Assistance Grant	\$ (5,742)
602	ARRA: ARLECCD CCC	(9,425)
605	NH State RSAT for DOC	(1,191)
643	Sullivan County Juvenile Justice Planning Grant	(2,122)
646	Highway Safety	(435)
863	2nd Chance JMI	(3,007)
907	Fed Forfeiture	(1)
939	GSCAHR Phase III Part I (\$10,000)	(20)
944	SC Intervention Program 2 (No FY08 funding)	(3,329)
948	Parents As Teachers	(3,283)
955	Public Health Network Coordinator (\$75,000)	(3,362)
959	ASPR	(8)
961	PHN PHER Phase III	(15)
965	SCARDP + CSA + MHD	(16,092)
966	SCAPRI: LD	(3,394)
977	CHI/JSI MRC	(65)
42	Capital projects fund	<u>(1,301,658)</u>
	Total	\$ <u>(1,353,149)</u>

The deficits in these funds will be eliminated through future revenues, bond proceeds, and transfers from other funds.

3. **Cash and Short-Term Investments**

Custodial Credit Risk - Deposits. Custodial credit risk is the risk that in the event of a bank failure, the County's deposits may not be returned to it. RSA 29:1 limits "deposit in any one bank shall not at any time exceed the sum of its paid-up capital and surplus." The County does not have a deposit policy for custodial credit risk.

As of June 30, 2013, \$6,010,169 of the County's bank balance of \$9,654,755 was exposed to custodial credit risk as uninsured or uncollateralized.

4. **Allowance for Doubtful Accounts and Contractual Allowances**

The allowance for doubtful accounts for Nursing Home receivables has been estimated at \$209,000 at June 30, 2013. Nursing Home receivables are also reported net of contractual allowances.

5. Interfund Fund Receivables/Payables

Although self-balancing funds are maintained, most transactions flow through the general fund. In order to obtain accountability for each fund, interfund receivable and payable accounts must be utilized. The following is an analysis of the June 30, 2013 balances in interfund receivable and payable accounts:

<u>Fund</u>	<u>Due From Other Funds</u>	<u>Due To Other Funds</u>
General Fund	\$ -	\$ 105,820
Special Revenue Funds:		
Register of Deeds Fund	4,881	-
Grants Fund	78,309	-
Capital Projects Fund	<u>22,630</u>	<u>-</u>
Total	<u>\$ 105,820</u>	<u>\$ 105,820</u>

6. Capital Assets

Capital asset activity for the year ended June 30, 2013 was as follows (in thousands):

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Governmental Activities:				
Capital assets, being depreciated:				
Buildings and improvements	\$ 22,109	\$ 245	\$ -	\$ 22,354
Equipment and furnishings	3,599	178	-	3,777
Vehicles	<u>599</u>	<u>231</u>	<u>(304)</u>	<u>526</u>
Total capital assets, being depreciated	26,307	654	(304)	26,657
Less accumulated depreciation for:				
Buildings and improvements	(9,710)	(689)	-	(10,399)
Equipment and furnishings	(3,347)	(128)	-	(3,475)
Vehicles	<u>(498)</u>	<u>(71)</u>	<u>275</u>	<u>(294)</u>
Total accumulated depreciation	<u>(13,555)</u>	<u>(888)</u>	<u>275</u>	<u>(14,168)</u>
Total capital assets, being depreciated, net	12,752	(234)	(29)	12,489
Capital assets, not being depreciated:				
Land	105	-	-	105
Construction in progress	<u>161</u>	<u>2,407</u>	<u>(25)</u>	<u>2,543</u>
Total capital assets, not being depreciated	<u>266</u>	<u>2,407</u>	<u>(25)</u>	<u>2,648</u>
Governmental activities capital assets, net	<u>\$ 13,018</u>	<u>\$ 2,173</u>	<u>\$ (54)</u>	<u>\$ 15,137</u>

Depreciation expense was charged to functions of the County as follows (in thousands):

Governmental Activities:	
General government	\$ 138
Public safety	38
Human services	1
Corrections	324
Cooperative extension	1
Nursing home	<u>386</u>
Total depreciation expense - governmental activities	<u>\$ 888</u>

7. Accounts Payable

Accounts payable represents 2013 expenditures paid after June 30, 2013.

8. Anticipation Notes Payable

The County had the following notes outstanding at June 30, 2013:

	<u>Interest Rate</u>	<u>Date of Issue</u>	<u>Date of Maturity</u>	<u>Balance at 6/30/13</u>
Bond anticipation	0.98%	06/21/12	12/31/13	\$ <u>900,000</u>
Total				\$ <u><u>900,000</u></u>

The following summarizes activity in notes payable during fiscal year 2013:

	<u>Balance Beginning of Year</u>	<u>Advances</u>	<u>Repayments</u>	<u>Balance End of Year</u>
Bond anticipation	\$ <u>-</u>	\$ <u>900,000</u>	\$ <u>-</u>	\$ <u>900,000</u>
Total	\$ <u><u>-</u></u>	\$ <u><u>900,000</u></u>	\$ <u><u>-</u></u>	\$ <u><u>900,000</u></u>

This anticipation note was issued on June 21, 2012, with available funds totaling \$3,200,000. These funds serve as temporary financing for the County's biomass project which was bonded subsequent to year end.

9. **Long-Term Debt**

A. **General Obligation Bonds**

The County issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for governmental activities. General obligation bonds currently outstanding are as follows:

<u>Governmental Activities:</u>	<u>Serial Maturities Through</u>	<u>Interest Rate(s) %</u>	<u>Amount Outstanding as of 6/30/13</u>
Corrections facility upgrades	01/15/20	2.62%	\$ <u>4,595,000</u>
Total Governmental Activities			\$ <u><u>4,595,000</u></u>

On August 22, 2013, the County issued bonds totaling \$2,800,000 with an interest rate of 2.500% to be used for the biomass project and to repay the balance on the anticipation note.

B. **Notes Payable**

The County has entered into agreements to provide funds for the acquisition of vehicles. At June 30, 2013 notes payable outstanding were as follows:

<u>Governmental Activities:</u>	<u>Maturities Through</u>	<u>Interest Rate(s) %</u>	<u>Amount Outstanding as of 6/30/13</u>
Vehicles	2014	1.970%	\$ 5,257
Vehicles	2014	1.970%	10,624
Vehicles	2016	0.950%	<u>182,876</u>
Total Governmental Activities			\$ <u><u>198,757</u></u>

C. **Future Debt Service**

The annual payments to retire all general obligation long-term debt outstanding and notes payable as of June 30, 2013 are as follows:

<u>Bonds Payable</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2014	\$ 660,000	\$ 164,050	\$ 824,050
2015	660,000	144,250	804,250
2016	655,000	124,450	779,450
2017	655,000	104,800	759,800
2018	655,000	78,600	733,600
2019 - 2022	<u>1,310,000</u>	<u>78,600</u>	<u>1,388,600</u>
Total	\$ <u>4,595,000</u>	\$ <u>694,750</u>	\$ <u>5,289,750</u>

<u>Notes Payable</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2014	\$ 76,841	\$ 2,117	\$ 78,958
2015	60,958	1,158	62,116
2016	<u>60,958</u>	<u>579</u>	<u>61,537</u>
Total	\$ <u>198,757</u>	\$ <u>3,854</u>	\$ <u>202,611</u>

The general fund has been designated as the source that will repay the long-term debt outstanding as of June 30, 2013.

D. Changes in General Long-Term Liabilities

During the year ended June 30, 2013, the following changes occurred in long-term liabilities (in thousands):

	Total Balance <u>7/1/12</u>	Additions	Reductions	Total Balance <u>6/30/13</u>	Less Current Portion	Equals Long-Term Portion <u>6/30/13</u>
<u>Governmental Activities</u>						
Bonds payable	\$ 5,255	\$ -	\$ (660)	\$ 4,595	\$ (660)	\$ 3,935
Bond premium	<u>261</u>	<u>-</u>	<u>(33)</u>	<u>228</u>	<u>(33)</u>	<u>195</u>
Subtotal	5,516	-	(693)	4,823	(693)	4,130
Other:						
Notes payable	32	183	(16)	199	(77)	122
Compensated absences	385	10	-	395	(148)	247
Net OPEB obligation	<u>662</u>	<u>435</u>	<u>(149)</u>	<u>948</u>	<u>-</u>	<u>948</u>
Totals	\$ <u>6,595</u>	\$ <u>628</u>	\$ <u>(858)</u>	\$ <u>6,365</u>	\$ <u>(918)</u>	\$ <u>5,447</u>

10. Restricted Net Position

The accompanying entity-wide financial statements report restricted net position when external constraints from grantors or contributors are placed on net position.

11. Fund Balances

The following is a summary of fund balances at June 30, 2013:

	<u>General Fund</u>	<u>Register of Deeds Fund</u>	<u>Grants Fund</u>	<u>Capital Projects Fund</u>	<u>Total Governmental Funds</u>
Nonspendable:					
Prepaid expenses	\$ 296,192	\$ -	\$ -	\$ -	\$ 296,192
Inventory	<u>51,705</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>51,705</u>
Total Nonspendable	347,897	-	-	-	347,897
Restricted:					
Nursing home trust fund	10,658	-	-	-	10,658
Deeds surcharge account	-	112,313	-	-	112,313
Unexpended grant funds	<u>-</u>	<u>-</u>	<u>209,152</u>	<u>-</u>	<u>209,152</u>
Total Restricted	10,658	112,313	209,152	-	332,123
Committed:					
Capital reserve fund	<u>478,792</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>478,792</u>
Total Committed	478,792	-	-	-	478,792
Assigned:					
Use of fund balance in subsequent year budget	890,500	-	-	-	890,500
Designated for future projects	<u>719,475</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>719,475</u>
Total Assigned	1,609,975	-	-	-	1,609,975
Unassigned:					
Grant funds in deficit	-	-	(51,491)	-	(51,491)
Capital projects fund in deficit	-	-	-	(1,301,658)	(1,301,658)
Remaining fund balance	<u>5,654,484</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,654,484</u>
Total Unassigned	<u>5,654,484</u>	<u>-</u>	<u>(51,491)</u>	<u>(1,301,658)</u>	<u>4,301,335</u>
Total Fund Balances	<u>\$ 8,101,806</u>	<u>\$ 112,313</u>	<u>\$ 157,661</u>	<u>\$ (1,301,658)</u>	<u>\$ 7,070,122</u>

12. Commitments and Contingencies

Outstanding Legal Issues - There are several pending legal issues in which the County is involved. The County's management is of the opinion that the potential future settlement of such claims would not materially affect its financial statements taken as a whole.

Grants - Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the County expects such amounts, if any, to be immaterial.

13. **Post-Employment Healthcare Insurance Benefits**

Other Post-Employment Benefits

GASB Statement 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*, requires governments to account for other post-employment benefits (OPEB), on an accrual basis rather than on a pay-as-you-go basis. The effect is the recognition of an actuarially required contribution as an expense on the Statement of Activities when a future retiree earns their post-employment benefits, rather than when they use their post-employment benefit. To the extent that an entity does not fund their actuarially required contribution, a post-employment benefit liability is recognized on the Statement of Net Position over time.

A. Plan Description

The County provides post-employment healthcare benefits for certain retirees.

B. Benefits Provided

The County provides medical benefits to its eligible retirees.

C. Funding Policy

Eligible retirees and their spouses contribute 100% of premium rates for the medical plan selected.

D. Annual OPEB Costs and Net OPEB Obligation

The County's fiscal 2013 annual OPEB expense is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost per year and amortize the unfunded actuarial liability over a period of thirty years. The following table shows the components of the County's annual OPEB cost for the year ending June 30, 2013, the amount actually contributed to the plan, and the change in the County's net OPEB obligation based on an actuarial valuation as of July 1, 2012.

Annual Required Contribution (ARC)	\$ 408,592
Interest on net OPEB obligation	26,470
Adjustment to ARC	<u>(38,274)</u>
Annual OPEB cost	396,788
Contributions made	<u>110,276</u>
Increase in net OPEB obligation	286,512
Net OPEB obligation - beginning of year	<u>661,759</u>
Net OPEB obligation - end of year	<u>\$ 948,271</u>

The County's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation were as follows:

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Percentage of OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
2013	\$ 396,788	28%	\$ 948,271
2012	\$ 436,565	23%	\$ 661,759
2011	\$ 415,329	21%	\$ 327,330

E. Funded Status and Funding Progress

The funded status of the plan as of July 1, 2012, the date of the most recent actuarial valuation was as follows:

Actuarial accrued liability (AAL)	\$ 3,153,546
Actuarial value of plan assets	<u>-</u>
Unfunded actuarial accrued liability (UAAL)	<u>\$ 3,153,546</u>
Funded ratio (actuarial value of plan assets/AAL)	<u>0%</u>
Covered payroll (active plan members)	<u>\$ 9,133,477</u>
UAAL as a percentage of covered payroll	<u>35%</u>

Actuarial valuations of an ongoing plan involve estimates of the value of reported amount and assumptions about the probability of occurrence of events far into the future. Examples included assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the Notes to Financial Statements, presents

multiyear trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

F. Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the plan as understood by the County and the plan members and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the County and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the July 1, 2012 actuarial valuation the projected unit credit method was used. The actuarial value of assets was not determined as the County has not advance funded its obligation. The actuarial assumptions included a 4.0% investment rate of return and an initial annual healthcare cost trend rate of 9%, which decreases to a 5% long-term rate for all healthcare benefits after five years. The amortization costs for the initial UAAL is a level dollar amount over 30 years on an open amortization period for pay-as-you-go. This has been calculated at a rate of 4.0% pay-as-you-go.

14. Pension Plan

The County follows the provisions of GASB Statement No. 27, *Accounting for Pensions for State and Local Government Employees*, (as amended by GASB 50) with respect to the employees' retirement funds.

A. Plan Description

The County contributes to the New Hampshire Retirement System (NHRS), a cost-sharing multiple-employer contributory defined benefit pension plan. NHRS provides service, disability and death, and vested retirement benefits to plan members and beneficiaries. NHRS is administered by a 13-member Board of Trustees. The Board of Trustees formulates administrative policies and procedures and authorizes benefit payments to members and their beneficiaries. The NHRS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the New Hampshire Retirement System, 54 Regional Drive, Concord, NH 03301-8507.

B. Funding Policy

Sheriff's deputies and correctional officers plan members and all other employee plan members are required to contribute 11.55% and 7%, respectively, of their annual covered salary and the County is required to

contribute at an actuarially determined rate. The current rate for sheriff's deputies and correctional officers is 19.95% of annual covered payroll. The current rate for all other employees is 8.80% of annual covered payroll. The contribution requirements of plan members are fixed by statute. The County's contributions to NHRS for the years ended June 30, 2013, 2012, and 2011 were \$906,614, \$904,004, and \$749,462, respectively, equal to the required contributions for each year.

The payroll for employees covered by the System for the year ended June 30, 2013 was \$8,256,090. Contribution requirements for the year ended June 30, 2013, were as follows:

County contributions	\$ 906,614
Employees' contributions	<u>657,023</u>
Total	<u>\$ 1,563,637</u>

15. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the County carries commercial insurance. There were no significant reductions in insurance coverage from the previous year and have been no material settlements in excess of coverage in any of the past three fiscal years.

16. Implementation of New GASB Standards

The GASB has issued Statement 68 *Accounting and Financial Reporting for Pensions*, which is required to be implemented in fiscal year 2015. Management's current assessment is that this pronouncement will have a significant impact on the County's financial statements by recognizing as a liability and expense, the County's applicable portion of the New Hampshire Retirement System's actuarially accrued liability.

**SULLIVAN COUNTY, NEW HAMPSHIRE
SCHEDULE OF FUNDING PROGRESS
REQUIRED SUPPLEMENTARY INFORMATION**

June 30, 2013

(Unaudited)

Other Post-Employment Benefits

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) - Projected Unit Credit (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percent- age of Covered Payroll [(b-a)/c]
7/1/2010	\$ -	\$ 2,501,694	\$ 2,501,694	0%	\$ 8,273,545	30%
7/1/2012	\$ -	\$ 3,153,546	\$ 3,153,546	0%	\$ 9,133,477	35%

See Independent Auditors' Report.



SULLIVAN COUNTY

Serving the communities of:

Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon,
Lempster, Newport, Plainfield, Springfield, Sunapee, Unity and Washington

County of Sullivan, NH Mission Statement

The mission of County of Sullivan, NH is to oversee a fiduciary governmental entity that runs according to the statutes of New Hampshire.

Commissioners Office

14 Main Street
Newport, NH 03773
Tel. (603) 863-2560
Fax. (603) 863-9314
E-mail: commissioners@sullivancountynh.gov

County Manager

14 Main Street
Newport, NH 03773
Tel. (603) 863-2560
Fax. (603) 863-9314
E-mail: manager@sullivancountynh.gov

Dept. of Corrections

103 County Farm Rd.
Claremont, NH 03743
Tel. (603) 542-8717
Fax. (603) 542-0239
E-mail: doc@sullivancountynh.gov

Facilities &

Operations Dept.

5 Nursing Home Dr.
Unity, NH 03743
Tel. (603) 542-9511 Ext. 230
Fax. (603) 542-2829
E-mail: facilities@sullivancountynh.gov

Human Resources / Payroll

5 Nursing Home Dr.
Unity, NH 03743
Tel. (603) 542-9511 Ext. 286
Fax. (603) 542-9214
E-mail: humanresources@sullivancountynh.gov

Human Services

5 Nursing Home Dr.
Unity, NH 03743
Tel. (603) 542-9511 Ext. 210
Fax. (603) 542-9214
E-mail: humanservices@sullivancountynh.gov

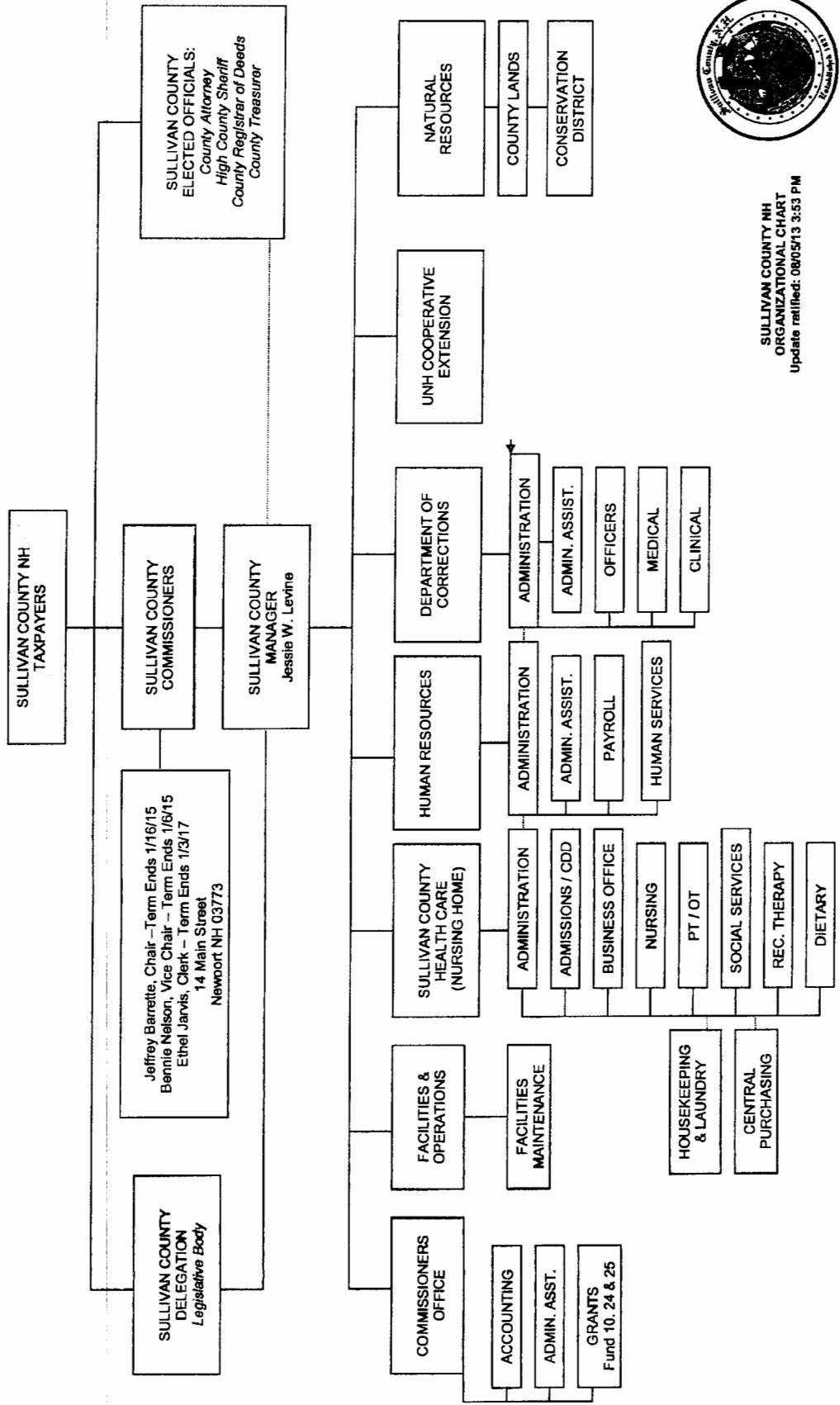
Natural Resources

95 County Farm Rd.
Claremont, NH 03743
Tel. (603) 542-4891
Fax. (603) 542-2829
E-mail: natural@sullivancountynh.gov

Sullivan County Health Care

5 Nursing Home Dr.
Unity, NH 03743
Tel. (603) 542-9511
Fax. (603) 542-9214
E-mail: nursinghome@sullivancountynh.gov

All Day, Every Day, We Make Life Better



SULLIVAN COUNTY NH
ORGANIZATIONAL CHART
Update ratified: 08/05/13 3:53 PM

KEY ADMINISTRATIVE PERSONNEL - Amendment 1

NH Department of Health and Human Services

Contractor Name: County of Sullivan, NH

Name of Program: Division of Public Health Services, Bureau of Public Health Systems,
Policy & Performance, Community Health Development Section, Regional
Public Helath Network Services

BUDGET PERIOD: SFY 15 - Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Jessie W. Levine	County Manager	\$96,330	0.00%	\$0.00
Liz Hennig	Substance Misuse Prevention Coordinator	\$57,561	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD: SFY 15 - Community Health Improvement Planning				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Jessie W. Levine	County Manager	\$96,330	0.00%	\$0.00
Jessica R. Rosman, MPH, CHEP	Public Health Network Coordinator	\$49,486	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

JESSIE W. LEVINE

EXPERIENCE

January 2014-present

County Manager

Sullivan County, NH

Reporting to a three-member Board of County Commissioners, serves as chief executive officer and Commissioners' agent for the financial and administrative management of Sullivan County. Oversees and coordinates the business, fiscal, purchasing, and human resources activities of the County. Assists Commissioners in preparation of fiscal year budget; monitors departmental expenditures and cash flow. Develops and implements County policies and procedures. Works in conjunction with County department heads and elected officials.

September 2012 - January 2014

Town Manager

Town of Bedford, NH

Reporting to a seven-member Town Council in a community of 22,000 residents with significant commercial activity, responsibilities include development and administration of \$24 million operating and capital budget and oversight of 10 distinct departments and 130 employees, including three collective bargaining units. Also responsible for effective public and media relations, policy recommendations, economic development initiatives, strategic planning, management of legislative and legal affairs, and representing Bedford in matters of regional importance. Accomplishments include recommendation and implementation of capital improvements planning process and adoption of economic revitalization zones.

May 2011 - August 2012

Assistant Town Manager/Human Resources Director

Town of Hanover, NH

As second-in-command in college town of 12,000 residents, responsibilities include special projects, public relations, general assistance (welfare), policy development, capital improvements planning, legislative advocacy, and representing the community on issues of regional importance. As manager of Human Resources for over 150 employees, responsibilities include preparing, implementing, and advising department heads on personnel policies and practices; managing relations with three collective bargaining units; overseeing disciplinary matters; recruiting and hiring new employees; overseeing employee leave, including for worker's compensation and medical reasons; and succession planning.

August 2000 - April 2011

Town Administrator

Town of New London, NH

Positive and productive tenure as administrator for college town of 4,500 residents (10,000 seasonally) governed by a three-person Board of Selectmen with official Budget Committee. Responsibilities included managing \$6 million budget and 40 full-time employees; coordinating and managing all municipal affairs and implementing Board of Selectmen policies; overseeing public safety, emergency management, health and welfare, public works, recreation, planning and zoning, assessing, and finance departments; and preparing annual municipal operating budget and capital improvement program. Accomplishments include achieving successful bond votes for town facility construction; overseeing infrastructure improvements to wastewater collection and major intersections (including two major grant-funded projects); authoring weekly newspaper column on town issues and key decisions; developing and implementing town-wide personnel policy; and creating and implementing three-town joint assessing department.

EDUCATION

Dartmouth College *Bachelor of Arts in English and Education, June 1992*
University of New Hampshire, *Master's in Public Administration, September 2014*

SEMINARS AND TRAINING

- International City/County Management Association (ICMA) Annual Conference (2004, 2006-2011, 2013;
- Conference Planning Committee 2008; Workshop Moderator 2008)
- NH Local Government Center Annual Conference (2001-2011)
- Municipal Management Association of New Hampshire (MMANH) Annual Conference (2003-2011)
- Leadership Series, New Hampshire Municipal Association & Antioch New England
- Miscellaneous training sessions offered by ICMA, NH Municipal Association, and Primex3

ACTIVITIES AND PROFESSIONAL MEMBERSHIPS

- Southwestern Community Services, Board of Directors (July 2014-present)
- Leadership NH Board of Directors (2012-present)
- New Hampshire FastRoads, LLC, subsidiary of Monadnock Economic Development Corporation (43-town broadband network formed to accept ARRA federal stimulus grant to construct publically managed fiber optic network from Rindge to Orford) (Board Member and Secretary, 2010-2012)
- Hanover Rotary Club (2011-12, Board Member and Secretary, 2012)
- Municipal Advocacy Committee, New Hampshire Municipal Association (2005-2012)
- International City/County Management Association (2002-present)
- Municipal Management Association of New Hampshire (2000-present; Executive Board, 2003-2010; President 2008-2009)
- Board of Directors, Local Government Center (2005-2011; Vice Chair 2009-2011; Chair, Personnel Committee; Member, Finance Committee)
- Tri-Town Assessing Department Joint Board (2005-2011)
- Capital Regional Development Council (Board of Directors 2008-2011; Loan Review Committee)
- Greater Sullivan County Public Health Network Regional Coordination Cttee (2008-2011)
- New London Rotary Club (2001-2011; President 2006-07)
- New London Hospital Days Triathlon (Chair, 2008-2010)
- Co-Chair, WCNH.net (eight-town intermunicipal organization formed to build a regional public open access fiber optic network, merged with New Hampshire FastRoads, LLC)

AWARDS & RECOGNITION

- Leadership NH, Class of 2011
- "40 under 40" Award for Emerging Leaders in New Hampshire, chosen by the NH Union Leader and Business and Industry Association (2010)
- ICMA Program Excellence Award for Community Partnership for Tri-Town Assessing Department (2007)

Lizbeth Hennig

Resource Prevention Coordinator for the Greater Sullivan County Regional Public Health Network and Coordinator/Director for the Communities United Regional Prevention Network and the Sullivan County Drug Free Communities Program. Member of the State of NH Behavioral Health Advisory Council and Chair of the Development Committee, Member of NH Children's Behavioral Health Collaborative, Military Civilian Alcohol and Drug Committee for the State of NH, and Chair of the Board SAU43 School District. Also serving as a VETCORPS supervisor to develop support networks for Veterans as part of a statewide initiative.

Retired United States Navy, Lieutenant Commander, since May 2005. Specialization included program and financial management, budgeting, compliance with legislative requirements, program promotion and development, supervision, training, and operations analysis. Areas included extensive report writing, collaborative relationships, networking, and presentation.

National Certification as Substance Abuse Prevention Trainer and experience as an adjunct professor in the areas of developmental math, and business coursework, and prevention.

Professional Experience

Community Development, Coordinator/Director, Communities United Regional Network, Greater Sullivan County (9/07- Present)

Established County-wide diverse collaborative relationships to reduce substance abuse, improve mental health, reduce trauma, and improve wellness throughout the region. Integration of Multi-Tiered support systems including PBIS, development of recovery of care systems, health curriculum development and coordination process facilitation, and other related.

Instruction/Education (9/06 - Present)

Economics, Accounting, Algebra, and Developmental Math Adjunct Professor
River Valley Community College
Substance Abuse Prevention Adjunct Professor, Keene State College

Administration, Administrative Department Head, Commander Navy Region, NE (7/03 - 05/05)

Program Manager for Chief of Naval Operations \$900M program (7/01 - 7/03)

Responsible for planning, proposals, issue resolution, budget performance to goals, and implementation to meet federal standards.

Operations Analysis/Personnel Analysis, Headquarters, European Command

(6/98 - 6/01)

Conducted analysis and design and development of automated staffing and management improvement process and determined manpower requirements

Shipping Control, Commander Military Sealift Command (6/95 - 6/98)

Manager, Personnel Support Detachment (11/93 - 6/95)

Budgeting and Programming, Resource Sponsor, Chief of Naval Operations, Testing and Evaluation (3/91 - 11/93)

Managed budget research, preparation, and proposal preparation, for funding of \$9.1M annual budget defense program.

Designed, developed, and implemented the Navy program to comply with a congressionally mandated program and legislation regarding defense system development.

Division Head, Recruit Training Command (9/87 - 7/89)

Manpower Analysis, Navy Manpower and Engineering Center (5/85 - 9/87)

Collected and compiled data, performed quantitative and statistical analyses

Certifications

National **Certified Trainer Substance Abuse Specialist Skills**, September 2013

National **Certified Prevention Specialist** June 2010

UMatter and Lifelines **Prevention Certified Trainer** January 2013

Parent Education **Guiding Good Choices Certified Trainer** July 2011

First Aid Mental Health Certified November 2013

Guiding Good Choices **Certified Facilitator** July 2010

Education

National Coalition Academy Graduate, Washington D.C., February 2010

Naval Postgraduate School, Monterey, CA, **Master of Science, Business Administration**, Mar 1992

University of West Florida, Cantonment, FL Dec 1986, **Graduate Coursework, Business**

University of Maryland, College Park, MD, **Bachelor of Science, Business Administration/Finance and Economics**, Jun 1983

Prince Georges Community College, Largo, MD, **Associate of Arts, Business/Accounting**, Jun 1981

Norfolk, VA, **Management Engineering Certification**, Sep 1985

Navy Personnel, VA **Alcohol & Drug Abuse (ADAMS) Certification**, Jan 1988

Awards

Jessica R. Rosman, MPH, CHEP

EDUCATION

Northeast Public Health Leadership Institute , post graduate certificate, Rensselaer, NY (Northeast region)	2010
Master of Public Health, Behavioral Science & Community Health , UAlbany School of Public Health, Rensselaer, NY.	2005
B.A. Public Communications , The College of Saint Rose, Albany, NY. Suma Cum Laude.	1999

PROFESSIONAL DEVELOPMENT

Public Health & Emergency Management Certifications:

CHEP Certified Healthcare Emergency Professional	2012
MRC FDC Medical Reserve Corps Federal Deployment Cadre Training, US Office of the Surgeon General	2011
Autism Awareness Training for First Responders , Concord, NH	2011
Mass Antibiotic Dispensing Public Information and Communication/SNS , (U.S. Centers for Disease Control)	2010
CDC CERC Crisis and Emergency Risk Communication	2010
DBHRT Member Disaster Behavioral Health Response Team, NH	2009
PFA Certified Psychological First Aid Certification	2008
American Red Cross Instructor: CPR/AED for the Professional Rescuer, Standard CPR/AED, First Aid, Babysitting	2005
CITI Course in Social and Behavioral Research Ethics	2008

FEMA Certifications:

IS 300 Incident Command Systems Management _ Unified Command	2014
HSEEP Certified Exercise Controller & Evaluator , FEMA, Homeland Security Exercise Evaluation Program	2010
IS 100.a Incident Command Systems	2010
IS 200.b ICS for Single Resources and Initial Action Incidents	2011
IS 700.a National Incident Management Systems	2010
MGT 900 CDP Pandemic Planning and Preparedness (U.S. Center for Domestic Preparedness)	2010
IS 22 Personal and Family Preparedness	2009
IS 701 NIMS Multi-Agency Coordination System	2008
AWR 125 Preparing Communities for Agro terrorism - Awareness (FEMA/NH Dept of Fire Standards & Training)	2008

EMPLOYMENT

Greater Sullivan County / Sullivan County Commissioner's Office, 24 Main St. Newport NH 3/08- pres

Regional Public Health Preparedness Coordinator, and Director, Medical Reserve Corps Unit # 1558

- Write *ESF-8 Public Health Emergency Response Annex* for All-Health-Hazards response, for 15 town Region.
- Lead preparedness efforts, coordinate HSEEP drills and exercises.
- Manage grant program, develop and manage budgets for multiple phases of CDC funding.
- Serve as Public Health liaison with Municipal Officials, County and State Government and local businesses.
- Communicate Public Health messages through public presentations, marketing and community education.

The American Red Cross, Granite Chapter (Regional), Concord, NH 9/06- 3/08

Director of Business Development/ Health and Safety Services

- Drive revenue and expand Health and Safety program delivery throughout 126-town region.
- Successfully launch *Master of Disaster* program at Hopkinton School District in Contoocook, NH.
- Supervisory responsibility: five regular staff, including management of Belmont Red Cross office site.

Eugene Good Samaritan Skilled Nursing Facility, Eugene, OR 3/05-6/06

Department Director, Quality Assurance (QA/CQI) & Staff Development

- Coordinate Process Improvement teams: Ensure code compliance, achieving flawless state survey 2 consecutive years.
- Develop and instruct a four-part Communication and Leadership Inservice series for staff.

Social Worker/ Admissions, Resident & Family Services

- Case management, discharge planning, psychosocial assessments, Medicaid/Medicare mgmt, MDS' and Medicare Raps.

Jessica R. Rosman, MPH, CHEP

EMPLOYMENT (Continued)

<u>American Red Cross, Health and Safety Services</u>, Eugene, OR Health and Safety Services CPR and First Aid Instructor	8/05-6/06
<u>The Community Hospice of Albany</u>, Albany, NY Home Care Department Secretary / Hospice outreach volunteer	7/00-9/03
<u>Bureau of Toxic Substance Assessment, New York State Dept of Health</u>, Troy, NY Research Assistant, Methamphetamine Law Enforcement Project	8/04-11/04
<u>WAMC National Productions, The Health Show</u>, Albany, NY (nationally syndicated) Media Relations and Program Development Graduate Assistant	6/04 – 8/04

PROFESSIONAL AFFILIATIONS

National Association of Professional Women	since 2010
Committee Chair & Board of Directors membership: Claremont-Newport Healthy Homes, Newport NH	since 2008
Leadership Team, Secretary: Communities United for Substance Abuse Prevention, Claremont NH	since 2008
DBHRT, Disaster Behavioral Health Response Team, member, New Hampshire	3/09 – pres
NH Public Health Association, member, Concord NH	3/08 – pres
Concord Area Chamber of Commerce <i>Connections Group</i>, Concord, NH	10/07 – 3/08
Capital Area Public Health Network, committee member and Red Cross representative, Concord, NH	9/06 – 3/08
Partners to Improve End of Life Care, Pain Society of Oregon, Public Health Policy Assistant, Eugene, OR	1/05 – 6/06

AWARDS/RECOGNITIONS

National Runner-Up, Balderson Award for Public Health Leadership	2010
In recognition of achievements leading the Greater Sullivan County Medical Reserve Corps Unit	

99 Beane

BA



STATE OF NEW HAMPSHIRE JUN 06 '13 PM 1:42 DAS

DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 13, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

G&C Approved

Date 6/19/13
Item # #99

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into an agreement with the County of Sullivan (Vendor #177482-B004), 14 Main Street, Newport, NH 03773, in an amount not to exceed \$302,010.00, to improve regional public health emergency preparedness, substance misuse prevention and related health promotion capacity, and implement school-based influenza clinics, 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 SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS *92.68% Federal, 7.32% General*

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$76,000.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$76,000.00
			Sub-Total	\$152,000.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
			Sub-Total	\$130,760.00

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90023010	\$9,625.00
SFY 15	102-500731	Contracts for Prog Svc	90023010	\$9,625.00
			Sub-Total	\$19,250.00
			Total	\$302,010.00

EXPLANATION

Funds in this agreement will be used to allow County of Sullivan to align a range of public health and substance misuse prevention and related health promotion activities. County of Sullivan will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

This agreement will build regional capacity in four broad areas: a Regional Public Health Advisory Committee; Regional Public Health Preparedness; Substance Misuse Prevention and Related Health Promotion services; and School-Based Seasonal Influenza Clinics. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

County of Sullivan will also lead a coordinated effort with regional public health, health care and emergency management partners to develop and exercise regional public health emergency response plans to improve the region's ability to respond to public health emergencies. County of Sullivan will also coordinate a Medical Reserve Corps unit made up of local volunteers who work in emergency medical clinics and shelters. These regional activities are integral to the State's capacity to respond to public health emergencies.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 13, 2013
Page 3

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and "super storm" Sandy.

County of Sullivan will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play."

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month) and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

County of Sullivan will also implement seasonal influenza vaccination clinics in select schools. This initiative represents their ability to expand the range of public health services they offer that are data-driven, known to be effective, and respond to regional needs. Seasonal influenza vaccination rates lag behind the rates for all other recommended childhood immunizations. In order to increase the percent of children six months through 18 years of age who are vaccinated against influenza, New Hampshire must increase access to vaccination services in the school-aged population. New Hampshire's efforts to vaccinate infants and young children against influenza have been more successful than efforts to vaccinate school children, as demonstrated by Medicaid data. The Division of Public Health Services' goal is to increase the percent of children ages 5-12 from 60% in the 2011-2012 influenza season and from 32% for children age 13-17 years in that same period to the national Healthy People 2020 goal of 80% for all children.

Achieving higher rates of immunization in a school community is known to lower absenteeism among children and school staff. Schools will be targeted in order to access children who may experience the greatest barriers to vaccination including, but not limited to: a lack of local medical providers; lack of transportation; socioeconomic status; or who live in communities in Medically Underserved Areas.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in this region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services. Finally, the ability to increase immunization rates among children who experience barriers to this preventative measure would be lost.

County of Sullivan was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with County of Sullivan being the sole bid to provide these services in this region. This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Emergency preparedness and substance misuse prevention and related health promotion were contracted previously with this agency in SFY 2012 in the amounts of \$76,000 and \$75,000 respectively. Emergency preparedness funding will be level funded. Substance misuse prevention and related health promotion services will be reduced by \$9,620 as a result of an increase from 10 to 13 in the number of regional prevention networks being funded. This is the initial agreement with this Contractor for school-based influenza clinics.

The following performance measures will be used to measure the effectiveness of the agreement.

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.

- Representation of at least 70% of the 13 healthcare sector partners identified by the Division of Public Health Services that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).
- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic.
- Percent of students receiving seasonal influenza vaccination
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

Area served: Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Langdon, Lempster, Newbury, New London, Newport, Springfield, Sunapee, Sutton, Unity and Wilmot.

Source of Funds is 92.68% Federal Funds from the U.S. Centers for Disease Control and Prevention and Substance Abuse and Mental Health Services Administration and 7.32% General Funds.

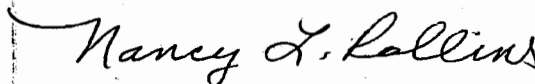
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 13, 2013
Page 6

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

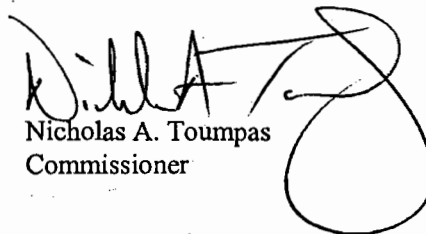


José Thier Montero, MD
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js

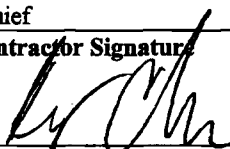
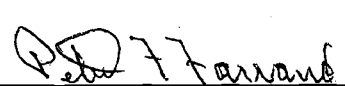

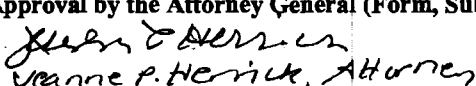
Subject: Regional Public Health Network Services

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 County of Sullivan, NH		1.4 Contractor Address 14 Main Street Newport, NH 03773	
1.5 Contractor Phone Number (603) 863-2560	1.6 Account Number 05-95-90-902510-5171-102-500731, 05-95-49-491510-2988-102-500734, 05-95-902510-5178-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$302,010.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Greg Chanis, County Manager	
1.13 Acknowledgement: State of <u>New Hampshire</u>, County of <u>Sullivan</u> On 4/15/2013 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 PETER FARRAND, HUMAN RESOURCE DIRECTOR			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: 27 May 2013			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

Scope of Services
Regional Public Health Network Services

CONTRACT PERIOD: July 1, 2013 or Date of G&C approval, whichever is later,
through June 30, 2015

CONTRACTOR NAME: County of Sullivan, NH

14 Main Street

ADDRESS: Newport, NH 03773

County Manager: Greg Chanis

TELEPHONE: (603) 863-2560

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related

services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups
 - 5.7. Documentation and record-keeping

- 5.8. Process for reviewing and revising the policies and procedures
6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.¹
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Coordinate a hazard vulnerability assessment (HVA) (aka jurisdictional risk assessment) focused on public health, health care and behavioral health systems. The HVA will consist of 3 half-day meetings of regional partners that assess the impact to these three systems in the region from various types of hazards; identify existing preparedness capabilities that mitigate the impact; and identify priority interventions to address gaps. The HVA will be led by DHHS staff and an agency contracted by the DPHS.

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhome.aspx>).
 - 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
- 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).
 - 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
 - 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. School-Based Seasonal Influenza Vaccination Services

1. Implement vaccination programs against seasonal influenza in primary, middle, and high schools based on guidance and protocols from the NH Immunization Program (NHIP).
 - 1.1 Recruit public and non-residential private schools to participate in school-based clinics based on priorities established by the DPHS. Priorities may be based on socioeconomic status, prior year vaccination rates, or other indicators of need.
 - 1.2 School influenza vaccination clinics must be held during the school day (approximately 8 A.M. to 4 P.M.) and on school grounds.
 - 1.3 As requested by the DPHS, use the IRMS to manage vaccine provided under the auspices of the DPHS NHIP.
 - 1.4 Submit all required documentation for immunized individuals to the NHIP within 10 business days after each clinic.
 - 1.5 Report all known adverse reactions according to protocols established by the NHIP.
 - 1.6 Dispose of all biological waste materials in accordance with regulations established by the State of New Hampshire.
 - 1.7 Conduct debriefings after each clinic to identify opportunities for improvements.

5. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.

- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

School-Based Vaccination

- Number of schools hosting a seasonal influenza clinic (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination (School-based clinic awardees only).
- Percent of students receiving seasonal influenza vaccination who are enrolled in Medicaid or report being uninsured.

6. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

Immunization Services

1. Participate in bi-monthly conference calls with NHIP staff.
2. Attend a half-day Training of Trainers in-service program offered by the NHIP.

7. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. School-based Vaccination Services
- e. Training and Technical Assistance
- f. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.
 - 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
 - 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.
4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2 Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness and School-Based Immunization Clinics

- 1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
- 2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion

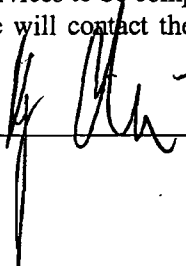
- 1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).
 - 1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

- 1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

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 appropriate DHHS office immediately for additional guidance.

Executive Director Signature: _____



Contractor Initials: *FL*

Date: *4/15/13*

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: County of Sullivan, NH
14 Main Street

ADDRESS: Newport, NH 03773
County Manager: Greg Chanis
TELEPHONE: (603) 863-2560

Vendor #177482-B004	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734
	Job #90023010	Appropriation #05-95-90-902510-5178-102-500731

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:

\$152,000 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds, \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959), and \$19,250 for School Based Vaccination Clinics, funded from 100% federal funds from the National Center for Immunization and Respiratory Diseases, CDC, (CFDA #93.268).

TOTAL: \$302,010

- 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.
- 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.
- 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.
- Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20th of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

The remainder of this page is intentionally left blank.

Contractor Initials: _____

Date: _____

JL
4/15/13

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such

[Handwritten Signature]
4/18/17

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

Standard Exhibits A - J

Initials:

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, DHHS in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. Authority to Adjust

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

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.


NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Contractor Signature

County Manager

Contractor's Representative Title

County of Sullivan, NH

Contractor Name

4/15/17

Date



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Regional Public Health Network Services**

This 1st Amendment to the Town of Derry, contract (hereinafter referred to as "Amendment One") dated this 3rd day of December, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Town of Derry, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 14 Manning Street, Derry, NH 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #96, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to change the scope of services and the price limitation, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. **Change** price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$327,326.

2. **Add** Exhibit A-1, Additional Scope of Services

3. **Amend** Exhibit B, Purchase of Services, Contract Price, to add:

- 1.1. The contract price shall increase by \$25,000 for SFY 2015 for a total increase of \$25,000.

- 1.2. Funding is available as follows:

- \$15,000 - 100% Federal Funds from the Substance Abuse and Mental Health Services, CFDA #93.959, Federal Award Identification Number (FAIN), TI010035-14;
- \$10,000 - 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.758, Federal Award Identification Number (FAIN), B01OT009037.

4. **Amend** Exhibit B, Purchase of Services, Contract Price, to:

Delete: Paragraph 6 and,

Replace with:



New Hampshire Department of Health and Human Services

6. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
5. **Amend** Budget to add: Exhibit B-1 (2015)
6. **Amend** Exhibit C, Special Provisions to:
Delete: Exhibit C, Special Provisions,
Replace with: Exhibit C, Special Provisions Amendment #1
7. **Add:** Exhibit C-1, Revisions to General Provisions
8. **Amend** Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance to:
Delete: Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and;
Replace with: Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protection Amendment #1

This amendment shall be effective upon the date of Governor and Executive Council approval.



IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/15/11
Date

Brook Dupee
Brook Dupee
Bureau Chief

Town of Derry

12/3/2014
Date

Galen A. Stearns
Name: Galen A. Stearns
Title: Town Administrator

Acknowledgement:

State of New Hampshire, County of Rockingham on 12-3-14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Sheila M. Bodenrader
Signature of Notary Public or Justice of the Peace

Sheila M. Bodenrader
Executive Secretary to Town Administrator
Name and Title of Notary or Justice of the Peace

SHEILA M. BODENRADER, Notary Public
My Commission Expires August 8, 2017

My Commission Expires: _____



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/24/15
Date

[Signature]
Name: Megan A. Yopl
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A-1

ADDITIONAL SCOPE OF SERVICES

1. Required Services

The Contractor shall:

A. Community Health Improvement Planning

Consistent with the responsibilities of the Public Health Advisory Council (PHAC) established under the original agreement:

- 1.1 Collaborate with the PHAC to determine whether a regional Community Health Improvement Plan has been published within the prior 3 years that has the following elements:
 - 1.1.1 Is based on data that assessed key public health issues;
 - 1.1.2 Is the result of a collaborative effort among key regional public health partners
 - 1.1.3 Set priorities for action by regional partners
- 1.2 Determine which of following best describes the current status of a regional Community Health Improvement Plan:
 - 1.2.1 No plan exists that meets the criteria in section 1.1 above.
 - 1.2.2 A plan exists that meets the criteria in section 1.1 above.
- 1.3 Based on that determination, the Public Health Advisory Council shall conduct:
 - 1.3.1 In regions that meet the criteria in item 1.2.1 the contractor shall convene and facilitate a regional process to develop and publish a Community Health Improvement Plan that meets the criteria described in item 1.1, and includes priorities related to at least five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2 In regions that meet the criteria in item 1.2.2. the contractor shall determine the degree of alignment between the priorities included in the Community Health Improvement Plan and the New Hampshire State Health Improvement Plan published by the Division of Public Health Services That plan is available at: <http://www.dhhs.nh.gov/dphs/documents/nhship2013-2020.pdf>
 - 1.3.2.1 When the Community Health Improvement Plan includes priorities related to fewer than five of the Priority Areas identified in the State Health Improvement Plan, the contractor shall collaborate with the Public Health Advisory Council to develop additional regional priorities that address specific objectives and recommended actions that are identified in the State Health Improvement Plan in order to expand the existing plan in order to address at least five of Priority Areas, including Emergency Preparedness and Misuse of Alcohol and Drugs. This includes the setting of region-specific objectives based on the statewide objectives.
 - 1.3.2.2 When the Community Health Improvement Plan includes priorities related to more than five of the Priority Areas identified in the State Health Improvement Plan, including Emergency Preparedness and Misuse of Alcohol and Drugs, the contractor shall collaborate with the Public Health Advisory Council to:
 - 1.3.2.3 Consider whether additional priorities should be added to the Community Health Improvement Plan and, when a determination is



Exhibit A-1

made to do so, develop the new regional priorities to address specific objectives and recommended actions that are identified in the State Health Improvement Plan. This includes the setting of region-specific objectives based on the statewide objectives.

1.3.2.4 When no additional priorities are needed, take action to implement an intervention from the existing Plan.

1.4 Activities to develop, update, or revise a Community Health Improvement Plan shall be done in accordance with guidance to be issued by the Division of Public Health Services.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

These funds are to support planning for the development of organizational structures needed within each of the Regional Public Health Networks to study and develop capacity for a seamless substance misuse continuum of care approach that includes: environmental strategies, prevention, early intervention, treatment and recovery support services. Activities will include training, education, and orientation for Public Health Advisory Councils in substance misuse and the progression of substance use disorders and its effect on individuals, families, and communities, including financial impact. This work will include outlining a comprehensive approach to address the misuse of alcohol and drugs within a Resiliency and Recovery Oriented System of Care context.

Building on information from the Regional Continuum of Care Roundtables, and using local expertise as much as possible, the Contractor will develop and implement a work plan to:

1.1 Recruit and convene subject matter experts, consisting of local healthcare providers and other professionals within the continuum of services to form a workgroup who will help plan, implement and facilitate these deliverables within Resiliency and Recovery Oriented Systems to educate the Public Health Advisory Council about an integrated/collaborative continuum of care Substance Use Disorder strategies and services.

1.2 Provide education, training and information to Public Health Advisory Council on the impact of the misuse of alcohol and drugs to help members:

1.2.1 Understand the nature of substance use disorders;

1.2.2 Learn about the impact of substance use disorders on individuals, families and communities;

1.2.3 Increase their knowledge of the financial impact of substance use disorders – at the state level, community level, and community sector level;

1.2.4 Understand the relationship between, and integration of, healthcare and behavioral health, and its relationship to misuse of substances and substance use disorders;

1.2.5 Learn about the components of Resiliency and Recovery Oriented Systems of Care what they do, and the interrelationship with:

1.2.5.1 Environmental strategies

1.2.5.2 Prevention services

1.2.5.3 Intervention services

1.2.5.4 Treatment services

1.2.5.5 Recovery support services

1.3 Discover, understand and envision a comprehensive approach to preventing, treating and recovering from substance use disorders.

1.3.1 Connect with and recruit representatives from Community Health Centers, hospital networks and local primary care so that they can provide information to the Public Health Advisory Council on the integration of healthcare and



Exhibit A-1

- behavioral health, e.g. Screening and Brief Intervention and Referral to Treatment and other evidenced informed practices;
- 1.3.2 Work with Substance Misuse Prevention Coordinator and local prevention coalitions to present information on prevention to the Public Health Advisory Council and the role prevention plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.3 Connect with and recruit representatives from intervention/treatment providers to provide information on treatment to the Public Health Advisory Council, and the role intervention/treatment plays in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.4 Connect with and recruit representatives from the recovery community to provide information on recovery and recovery supports to the Public Health Advisory Councils, and the role recovery supports play in the continuum of services and Resiliency and Recovery Oriented Systems of Care;
- 1.3.5 Familiarize the Public Health Advisory Council with the "Misuse of Alcohol and Drugs" section of the State Health Improvement Plan to prepare them for the development of the Community Health Improvement Plan described in the section above.
- 1.3.6 The Center for Excellence, a technical assistance contractor to the Bureau of Drug and Alcohol Services, will provide materials and host a webinar on elements of a comprehensive system in environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders.

2. Deliverables Schedule

2.1. Compliance Requirements

- 1. As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within 10 days of the contract effective date.

2.2. Reporting Requirements

- 1. Submit quarterly progress reports by completing additional sections that are added to the existing Survey Monkey report used to report on Public Health Advisory Council activities.

2.3. Performance Measures

A. Community Health Improvement Planning

- 1. Completion and approved work plan within one month of the approved contract.
- 2. Publication of a Community Health Improvement Plan that addresses at least five of the priority health topics identified in the NH State Health Improvement Plan.

B. Substance Use Disorders, Resiliency and Recovery-Oriented Systems of Care

- 1. Completion and approved work plan within one month of the approved contract.



Exhibit A-1

2. Number of subject matter experts, from across the continuum of services, recruited and served on the workgroup.
3. Number of educational resources related to deliverables listed in 1:2 developed, identified, and disseminated.
4. Number of, content and attendance of the following:
 - 4.1 Educational meetings related to the impact of substance use disorders;
 - 4.2 Resource sharing meetings related to substance use disorders;
 - 4.3 Educational meeting on Resiliency and Recovery Oriented System of Care;
 - 4.4 Education on the continuum care services: environmental strategies, prevention, intervention, treatment and recovery;
 - 4.5 The Center of Excellence webinar on "Elements of a comprehensive system to preventing, treating and recovering from substance use disorders".
 - 4.6 Convene Public Health Advisory Council and identify what constitutes a comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.
 - 4.6.1 Submitted documentation for the vision of this comprehensive approach to environmental strategies, prevention, intervention, treatment, and recovery from substance use disorders for your region.

**Exhibit B-1 - Amendment 1
Budget**

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Town of Derry, New Hampshire

Regional Public Health Network Amendment
Budget Request for: Award

(Name of RFP)

Budget Period: SFY 2015 (Date of G&C Approval through 6/30/15)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ 25,000.00	\$ -	\$ 25,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 25,000.00	\$ -	\$ 25,000.00	

Indirect As A Percent of Direct

0.0%

Contractor Initials:

Date: 12/3/14



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of the competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Contractor Initials

CRS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Town of Derry

12/3/2014
Date



Name: Galen A. Stearns
Title: Town Administrator

Exhibit G- Amendment #1

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials AS

CERTIFICATE OF VOTE

I, Denise E. Neale, of the Town of Derry, New Hampshire, do hereby certify that:

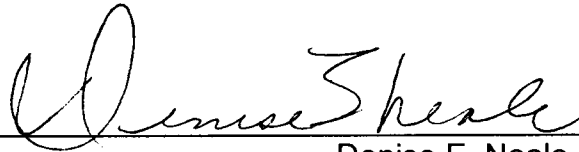
1. I am the duly elected Town Clerk of the Town of Derry, New Hampshire;
2. The following are true copies of two resolutions duly adopted at a meeting of the Derry Town Council of the Town of Derry, duly held on September 16, 2014;

RESOLVED: That the Town of Derry may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Town Administrator is hereby authorized on behalf of this Town of Derry to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Galen Stearns is the duly appointed Town Administrator of the Town of Derry.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of December 3, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of the Town of Derry this 3rd day of December, 2014.

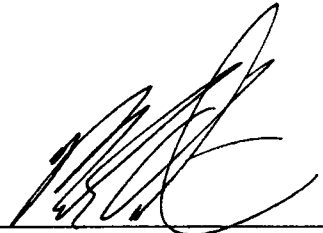


Denise E. Neale, Town Clerk
TOWN OF DERRY
COUNTY OF ROCKINGHAM

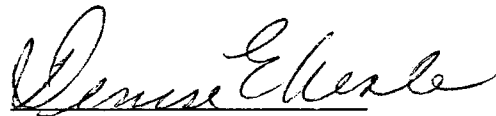
TOWN OF DERRY

Certificate

The Derry Town Council, after a duly noticed public hearing held on Tuesday, September 16, 2014 approved, by a vote of 7-0-0, to accept and expend grant funds from the NH Department of Health & Human Services in the amount of \$25,000.



Mark A. Osborne, Chair
Derry Town Council



Denise E. Neale
Town Clerk

Received and Recorded October 1, 2014



NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town Of Derry 14 Manning Street Derry, NH 03038		Member Number: 154	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)	\$	
			Med Exp (Any one person)	\$	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit	\$	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only for Public Health Grant.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Deaver</i>
State of NH- Dept of Health & Human Services 29 Hazen Dr Concord, NH 03301			Date: 6/19/2014 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax

TOWN OF DERRY, NEW HAMPSHIRE

Independent Auditors' Reports Pursuant
to Governmental Auditing Standards
and The Single Audit Act Amendments of 1996

For the Year Ended June 30, 2013

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MELANSON HEATH & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS

Independent Auditors' Report

To the Town Council
Town of Derry, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Derry, New Hampshire (the Town), as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated December 16, 2013.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination

of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, non-compliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
December 16, 2013



MELANSON HEATH & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT
ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY OMB
CIRCULAR A-133

Independent Auditors' Report

To the Town Council
Town of Derry, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited the Town of Derry, New Hampshire's (the Town) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Town's major federal programs for the year ended June 30, 2013. The Town's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Town's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the

Town's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Town's compliance.

Opinion on Each Major Federal Program

In our opinion, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2013.

Report on Internal Control over Compliance

Management of the Town is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Town's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over

compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements. We issued our report thereon dated December 16, 2013, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic 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 basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
March 27, 2014

TOWN OF DERRY, NEW HAMPSHIRE
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2013

Federal Grantor/ Pass-Through Grantor/ <u>Program Name</u>	Federal Catalogue Number	Federal Expenditures
<u>U.S. Department of Justice</u>		
Bulletproof Vest Partnership Program	16.607	\$ 2,338
Federal Equitable Sharing	16.922	51,036
Passed Through State Department of Justice Underage Drinking Initiative	16.727	5,844
Passed Through Rockingham County Sheriff Edward Byrne Memorial Justice Assistance Grant	16.738	<u>28,748</u>
Total U.S. Department of Justice		87,966
<u>U.S. Department of Transportation</u>		
Passed Through State Department of Transportation Highway Planning and Construction	20.205	404,638
Passed Through State Highway Safety Agency		
Seat Belt Enforcement	20.600	2,237
Red Light Enforcement	20.600	827
Pedestrian Safety	20.600	850
Speed Control	20.600	2,242
Operation Safe Commute	20.600	2,283
Derry Regional DWI Patrols	20.601	<u>6,925</u>
Total U.S. Department of Transportation		420,002
<u>U.S. Department of Health and Human Services</u>		
Passed Through the National Association of County and City Health Officials		
NACCHO/MRC	93.008	4,138
Passed Through State Division of Public Health		
Public Health Networks	93.069	72,280
NH Medical Reserve Corp	93.889	<u>2,835</u>
Total U.S. Department of Health and Human Services		79,253
<u>U.S. Department of Homeland Security</u>		
Passed Through State Department of Safety		
FEMA Emergency Declaration	97.036	146,203
Homeland Security - Fire Academy	97.067	80,410
Homeland Security - Local Law Enforcement	97.067	<u>120,608</u>
Total U.S. Department of Homeland Security		<u>347,221</u>
Grand Total		<u>\$ 934,442</u>

See Independent Auditors' Report on Compliance with OMB A-133

This schedule has been prepared on the modified accrual basis of accounting.

State identifying numbers were not available for the pass-through grants listed above.

TOWN OF DERRY, NEW HAMPSHIRE
 Schedule of Findings and Questioned Costs
 For the Year Ended June 30, 2013

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

- Material weaknesses identified? yes no
- Significant deficiencies identified? yes none reported

Noncompliance material to financial statements noted? yes no

Federal Awards

Internal control over major programs:

- Material weaknesses identified? yes no
- Significant deficiencies identified? yes none reported

Type of auditors' report issued on compliance for major programs:

Highway Planning and Construction	Unmodified
Public Assistance FEMA	Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? yes no

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
20.205	Highway Planning and Construction
97.036	Public Assistance FEMA

Dollar threshold used to distinguish between type A and type B programs: \$300,000

Auditee qualified as low-risk auditee? yes no

SECTION II - FINANCIAL STATEMENT FINDINGS

None.

SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

SECTION IV - SCHEDULE OF PRIOR YEAR FINDINGS

None.

Town of Derry, NH

Department Mission and Objectives Fiscal Year 2015

Department: Executive

Activity Center: Public Health

Department Mission:

Provide a Health Officer focused upon excellent and expert service to the community and host a grant-funded Public Health Network Coordinator responsible for working with municipal, community, and State partners to increase the health, safety and emergency preparedness of southeastern New Hampshire towns and residents.

Department Objectives:

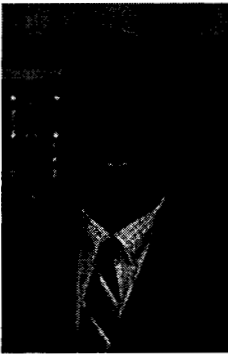
1. Host and advance the development of regional public health services that support and fulfill the core public health functions of assessment, policy development, and assurance.
2. Promote the role of public health in advancing positive health outcomes in the community and region.
3. Identify and describe barriers, challenges, and threats to the health of the community and region. Propose strategies for health improvement and collaborate to design, implement, and test health improvement programs in the community and region.

The Derry Town Council meets regularly every first and third Tuesday at 7:30 p.m. in the Derry Municipal Center located at 14 Manning Street, Derry, NH 03038. Meetings are broadcast live on Comcast Channel 17 (Derry residents only).

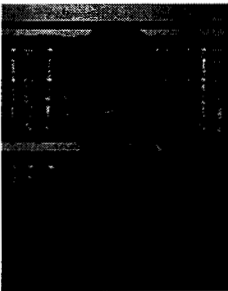
Derry has the unique position of having a seven member Town Council that is responsible as both the legislative and governing body of town government. The Council has full policy, budgetary, and organizational responsibilities, including the appointment of the Town Administrator, who is charged with the day to day operations.

Each Councilor is elected to a three year term, and the terms are staggered.

*Click on individual Councilor's email address to send an email or click [here](#) to send the entire Council an email.



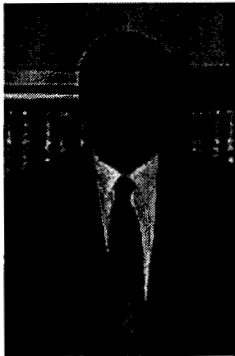
Mark Osborne, Councilor at Large
Chair
Finance Committee Representative
Audit Committee Representative
Term Expires 2016
858-2297
markosborne@derrynh.org



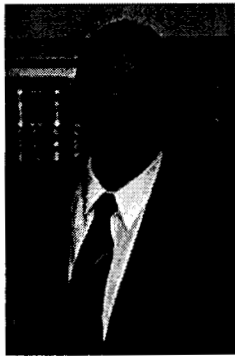
Joshua Bourdon, Councilor at Large
Human Services Representative
Legislative Representative
Term Expires 2017
998-2433
joshbourdon@derrynh.org



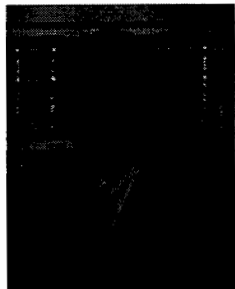
Phyllis Katsakiores, Councilor at Large
Heritage Commission Representative
Derry Housing & Redevelopment Representative
Term Expires 2015
434-9587
phylliskatsakiores@derrynh.org



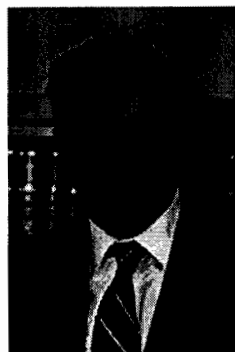
Michael D Fairbanks, District #1 Councilor
Planning Board Representative
Audit Committee Representative
SNH Hazardous Materials Mutual Aid District Rep
Term Expires 2015
434-3895
michaelfairbanks@derrynh.org



Thomas Cardon, District #2 Councilor
Conservation Commission Representative
Taylor Library Representative
Energy/Environmental Advisory Representative
Derry Downtown Committee Representative
Term Expires 2016
437-4847
thomascardon@derrynh.org



David N. Fischer, District #3 Councilor
Derry Public Library Representative
School Board Representative
Term Expires 2017
965-3776
davidfischer@derrynh.org



Albert Dimmock, Sr., District #4 Councilor
Council Chair Pro-Tem
Public Works Representative
Safety Departments Representative
Term Expires 2016
437-3246
aldimmock@derrynh.org

KEY ADMINISTRATIVE PERSONNEL - Amendment 1

NH Department of Health and Human Services

Contractor Name: Town of Derry, New Hampshire

Name of Program: Regional Public Health Network Services - Greater Derry

BUDGET PERIOD			
NAME	JOB TITLE	SALARY	PERCENTAGE
Pam SantaFe	Prevention Coordinator	\$45,900	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

BUDGET PERIOD			
NAME	JOB TITLE	SALARY	PERCENTAGE
Garrett Simonsen	PHN Coordinator	\$66,581	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

Pam Santa Fe

OBJECTIVE:

To use my prevention training and skills to mobilize communities with the use of evidence based practices based on need, gaps in services and data to measurably impact the health outcomes of the citizens of NH.

CERTIFICATION:

NH Certified Prevention Specialist (*certified 2010 - 2014*)

EXPERIENCE:

Greater Derry Public Health Network

Derry, NH

Regional Substance Misuse Prevention Coordinator (*July 2013-present*)

- Collaborate with community stakeholders to implement a three-year strategic plan for substance misuse prevention and related health promotion in the region
- Develop and maintain a regional network of community stakeholders to establish a strategic prevention framework and successfully implement the prevention strategies that are outlined in the strategic plan
- Provide logistics support, program implementation, trainings, workshops, and meetings for region

United Way Mass Bay/Allies in Substance Abuse

Portsmouth, NH

Youth Leadership Project Consultant (*April 2013-July 2013*)

- Creating and managing a project based leadership initiative; part of the Greater Rockingham County Reg. Network Strategic Plan
- Provide consultation for identifying, recruiting, and developing youth leadership capacity throughout the predefined region
- Promote and increase community awareness for youth leadership opportunities and the ongoing efforts of the regional and local youth councils
- Collaborate with youth service agencies and schools to support existing youth leadership and collaborative partnerships
- Design and manage events for youth engagement, celebration, and recognition which directly align with youth leadership strategy goals and objectives.

Makin' It Happen (MIH) Greater Manchester Regional Coalition

Manchester, NH

Program Coordinator (*July 2011- September 2012*)

- Assisted the Regional Network Coordinator in the development and implementation of evidence based prevention programs throughout the Manchester region.
- Provided the logistical support for program implementation, community trainings, workshops and meetings.
- Worked with the Regional Network Coordinator to build the capacity of the Makin It Happen regional infrastructure as a community liaison for substance misuse prevention
- Lead coordinator for the William S. Green Manchester Youth Leadership Program
- Coordinated local business professionals and area leaders in developing a six month leadership skill building program for 25 students from five participating high schools

Community Program Specialist (*July 2011- September 2012*)

- Collaborated with the Manchester Reg. Coordinator in the planning, capacity building, scheduling and organizing of focus groups and meetings for strategic planning
- Provided support in the Greater Manchester appreciative inquiry process.
- Updated the regional network database (PIERS) on a monthly basis with state grant deliverables and regional strategic plan initiatives
- Coordinated all Southern NH Region Operation Military Kid (OMK) activities and connected the southern region of the state with all OMK materials and programs.

Family Mediation and Juvenile Services

Atkinson, NH

Tobacco Education Consultant (September 2010 – Present)

- Contractor for FMJS to provide tobacco education for at-risk youth, using a curriculum obtained from a national tobacco educational program
- Provided independent presentations at area schools and health fairs to educate youth and the general public to make informed decisions around tobacco and other products affecting their health
- Contracted as a co-facilitator for FMJS Challenge Course, a diversion program for at risk youth

Southern Rockingham Coalition for Healthy Youth

Plaistow, NH

Programs Manager/Prevention Specialist (December 2008-June 2011)

- Organized and supported prevention programs with Youth in Action groups in three school districts-promoting social norming campaign
- Provided parent and community wide prevention awareness programs
- Maintained evaluation data for two state contracts
- Responsible for developing and disseminating media presentations and materials to local cable and school-based television studios
- Created PSA's for social marketing strategies/environmental approaches
- Community liaison at resource and health fairs at schools and in the region
- Organized and conducted several town hall meetings and public forums regarding substance abuse. These meetings and forums brought together state and local law enforcement, health and school officials as well as the general public to discuss substance abuse.
- Organized and assisted the Sandown PD with the installation of a permanent prescription drug drop box in the town of Sandown
- Member of the Regional Prescription Drug Task Force
- Organized local police departments for prescription drug take back initiatives
- Implemented universal strategies as part of Project Success to four schools
- Worked closely with community partners in all sectors of prevention

EDUCATION:

New Hampshire College (SNHU)

Hooksett, NH

Center for Life-Long Learning (Granite State College)

Manchester, NH

Garrett W. Simonsen

EDUCATION

- Master of Science, Political Science** 2002
Suffolk University, Boston, MA
Outstanding Political Science Graduate Student; Course work in legislation & public policy; Research on legislation and the gay rights movement
- Bachelor of Science, Political Science** 1997
University of Wyoming, Laramie, WY
Outstanding Graduate, College of Arts & Science; Outstanding Political Science Undergraduate; Phi Beta Kappa; Academic focus in state & local government

PROFESSIONAL TRAINING

- Incident Command System (ICS)**
IS-100.b, IS-120.a, IS-130, IS-200.b, IS-244.a, ICS-300, IS-546.12, IS-700.a, IS-701a, IS-702a, IS-800.b, IS-806, IS-808, HSEEP
- Risk Communication**
Effective Risk Communication (Harvard School of Public Health); Risk Communication Planning & Practice (Massachusetts Department of Public Health); Communication During Crisis (University of Albany); Universal Design in Communication (Access Umbrella)
- Other Public Health Topics**
Trained & exercised in behavioral health disaster response, pandemic influenza, plague, bioterrorism, and isolation & quarantine.

EXPERIENCE

- Public Health Network Coordinator**, Jan. 2009 – Present
Town of Derry, New Hampshire
Facilitate regional public health preparedness planning, training, and exercise activities for 10-town region.
- Convene monthly multi-jurisdiction, multi-discipline planning meetings.
 - Coordinate regional POD exercise activities.
 - Serve as director of regional Medical Reserve Corps.
- Regional Communication & Training Coordinator**, Sept. 2005 – Dec. 2008
*Advanced Practice Center for Emergency Preparedness
Cambridge Public Health Department, Cambridge, MA*
Support regional public health emergency preparedness planning, training, and exercising for 27 local health authorities.
- Authored regional exercise & training plans for Project Public Health Ready.
 - Developed and facilitated pandemic influenza tabletop exercises for Local Emergency Planning Committees and three hospital campuses.
 - Supported vulnerable populations planning through public participation opportunities, exercising of Emergency Dispensing Sites, Continuity of Operations Plan trainings, and development of risk communication tools.
 - Developed innovative home preparedness initiative utilizing Universal Design and behavior change concepts.
 - Serve as regional Public Information Officer and member of regional emergency on-call team.
 - Supported training of regional Medical Reserve Corps.

EXPERIENCE – CONTINUED

Chief of Staff

Jan. 2004-Sept. 2005

Assistant to Mayor & Vice Mayor

Jan. 2002-Jan. 2004

Mayor Michael A. Sullivan, Cambridge, MA

Oversaw daily operations of office including constituent services, media requests, policy research, interagency relations, and events planning.

- Provided staff support for City Council Committee on Health and Environment.
- Developed strong working relationships with city departments to further programs, events, and policy initiatives.
- Provided planning support for policy initiatives (chronic homelessness) and major municipal events (marriage equality).
- Provided comprehensive assistance in employment and housing counseling.

Adjunct Lecturer

Spring 2003 – Summer 2005

Government Department

Suffolk University, Boston, MA

Provided instruction in academic and public policy research and legislation and social movements.

- Developed course syllabi, including course learning objectives and student evaluation criteria.
- Advised students through individual public policy research projects.

Project Assistant

Jan. 1999 – Aug. 2000

Perkins School for the Blind, Watertown, MA

Assisted in successful grant applications to the US Department of Education to provide technical assistance to deafblind children and their caregivers and educators.

- Conducted demographic research and analysis to support grant applications and funding deliverables.
- Maintained confidential student records.
- Integrated technology into work environment, including web page development and design.

Office Coordinator

Mar. 1998 – Dec. 1998

City Manager's Office

City of Boulder, Boulder, CO

Provided temporary staff support during Executive Office transition.

- Coordinated communications between the City Manager's Office and City Council Office.
- Developed written office policy and procedures relating to citizen correspondence.
- Prepared City Council meeting agenda.

REFERENCES AVAILABLE UPON REQUEST

96 Band

JUN 05 13 PM 1:05 DAS



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9559 1-800-852-3345 Ext. 9559
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 13, 2013

G&C Approved

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Date 6/19/13
Item # #96

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control and the Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into an agreement with the Town of Derry (Vendor #177379-B003), 14 Manning Street, Derry, NH 03038, in an amount not to exceed \$302,326.00, to improve regional public health emergency preparedness and substance misuse prevention and related health promotion capacity, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

95% FF, 5% GF

Funds are anticipated to be available in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90077021	\$51,983.00
SFY 14	102-500731	Contracts for Prog Svc	90077026	\$33,800.00
			Sub-Total	\$85,783.00
SFY 15	102-500731	Contracts for Prog Svc	90077021	\$51,983.00
SFY 15	102-500731	Contracts for Prog Svc	90077026	\$33,800.00
			Sub-Total	\$85,783.00

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF COMMUNITY BASED CARE SERVICES, BUREAU OF DRUG AND ALCOHOL SERVICES, PREVENTION SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 14	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
SFY 15	102-500734	Contracts for Prog Svc	95846502	\$65,380.00
			Sub-Total	\$130,760.00
			Total	\$302,326.00

EXPLANATION

Funds in this agreement will be used to allow the Town of Derry to align a range of public health and substance misuse prevention and related health promotion activities. The Town of Derry will be one of 13 agencies statewide to host a Regional Public Health Network, which is the organizational structure through which these activities are implemented. Each Public Health Network site serves a defined Public Health Region, with every municipality in the state assigned to a region.

This agreement aligns programs and services within the Department and this contracted partner to increase the effectiveness of services being provided while reducing the administrative burden and, where feasible, costs for both the Department and this partner. To that end, this agreement provides a mechanism for other funds to be directed to Regional Public Health Networks to continue building coordinated regional systems for the delivery of other public health and substance misuse and health promotion services as funding becomes available.

This agreement will build regional capacity in three broad areas: a Regional Public Health Advisory Committee; Regional Public Health Preparedness; and Substance Misuse Prevention and Related Health Promotion services. The Regional Public Health Advisory Committee will engage senior-level leaders from throughout this region to serve in an advisory capacity over the services funded through this agreement. Over time, the Division of Public Health Services and the Bureau of Drug and Alcohol Services expect that the Regional Public Health Advisory Committee will expand this function to other public health and substance misuse prevention and related health promotion services funded by the Department. The long-term goal is for the Regional Public Health Advisory Committee to set regional priorities that are data-driven, evidence-based, responsive to the needs of the region, and to serve in this advisory role over all public health and substance misuse and related health promotion activities occurring in the region.

The Town of Derry will also lead a coordinated effort with regional public health, health care and emergency management partners to develop and exercise regional public health emergency response plans to improve the region's ability to respond to public health emergencies. The Town of Derry will also coordinate a Medical Reserve Corps unit made up of local volunteers who work in emergency medical clinics and shelters. These regional activities are integral to the State's capacity to respond to public health emergencies.

The effectiveness of a regional response structure for public health emergencies was demonstrated during the H1N1 pandemic when the Regional Public Health Networks statewide offered 533 clinics that vaccinated more than 46,000 individuals. Also, during 2011 and 2012 a number of Medical Reserve Corps units statewide provided basic medical support in emergency shelters during tropical storm Irene and "super storm" Sandy.

The Town of Derry will also coordinate substance misuse prevention and related health promotion activities with the primary goal of implementing the three-year regional strategic plan that was developed and completed in June 2012. This strategic plan uses a public health approach that includes Strategic Prevention Framework Model key milestones and products for the evidence-based programs, practices and policies that will be implemented over the course of the agreement. These efforts must strategically target all levels of society; seek to influence personal behaviors, family systems and the environment in which individuals "live, work, learn and play."

According to the 2011 National Survey on Drug Use and Health, New Hampshire ranks third in the nation for youth alcohol use (17.04% of 12 to 17 year olds reporting drinking in the past month), third in the nation for alcohol use among young adults (73.22% of 18 to 25 year olds reporting drinking in the past month)

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and the Honorable Council
May 13, 2013
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and sixth in the nation for alcohol use among adults (64.89% of those 26 and older reporting drinking in the past month). In New Hampshire, the rate of alcohol use and binge drinking (having five or more drinks within a couple of hours) among 12 to 20 year olds is significantly higher than the national average.

New Hampshire also ranks high for marijuana use across a wide range of age categories compared to the rest of the nation. According to the 2011 National Survey on Drug Use and Health, the percentage of young people between the ages of 12 and 17 who report marijuana use in the past month is higher in comparison to all of the other U.S. states and territories. Regular marijuana use (at least once in the past 30 days) is reported by 11.35% of 12-17 year olds. The prevalence of marijuana use among 18 to 25 year olds is fifth in the nation, with 27.03% reporting marijuana use in the past month. The rate of regular marijuana use among adults 26 and older is 5.42%, slightly above the U.S. rate of 4.8%.

Finally, prescription drug misuse is at epidemic proportions in New Hampshire where pain reliever abuse among young adults is the tenth highest in the nation (12.31% of 18 to 25 year olds reported non-medical use of pain relievers in the past year). Perhaps the most telling indicator of New Hampshire's epidemic is the steady increase in total drug-related deaths since 2000, with the majority of the increase attributable to prescription drug overdose. The number of drug-related overdose deaths in the state increased substantially between 2002 and 2010, more than doubling from 80 deaths to 174 over the eight-year period. Prescription opioids are the most prevalent drug of abuse leading to death.

Should Governor and Executive Council not authorize this Request, there will be a reduced ability to quickly activate large-scale vaccination clinics and community-based medical clinics; support individuals with medical needs in emergency shelters; and coordinate overall public health response activities in this region. With respect to substance misuse prevention and related health promotion, the regional prevention system that has been addressing these issues would dissolve, causing a further decline of already limited prevention services as this agreement provides for the continuation, coordination and further development of community based prevention services.

The Town of Derry was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from January 15, 2013 through March 4, 2013. In addition, a bidder's conference was held on January 24 that was attended by more than 80 individuals.

Fifteen Letters of Intent were submitted in response to this statewide competitive bid. Fifteen proposals were received, with the Town of Derry being the sole bid to provide these services in this region. This bid was reviewed by two Department of Health and Human Services reviewers who have more than 30 years experience in program administration, emergency planning and substance misuse prevention. The scoring criteria focused on the bidder's capacity to perform the scope of services and alignment of the budget with the required services. The recommendation that this vendor be selected was based on a satisfactory score and agreement among reviewers that the bidder had significant experience and well-qualified staff. The bid-scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, the Department of Health and Human Services in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Emergency preparedness services were contracted previously with this agency in SFY 2012 in the amount of \$82,500. This represents an increase of \$3,283 due a new funding formula that included both a base

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May 13, 2013
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award plus a population-based allocation. This is the initial agreement with this Contractor for substance misuse prevention and related health promotion services.

The following performance measures will be used to measure the effectiveness of the agreement.

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the six community sectors identified in the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention, and Treatment's plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the Division of Public Health Services that participate in a regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, by-laws, MOUs, etc.).
- Establish and increase over time, regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

- Percentage of increase of evidence-based programs, practices and policies adopted by sector.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies.
- Number and increase in the diversity of Center for Substance Abuse Prevention categories implemented across Institute of Medicine classifications as outlined in the federal Block Grant Requirements.
- Number of persons served or reached by Institute of Medicine classification.
- Number of key products produced and milestones reached as outline in and reported annually in the Regional Network Annual Report.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional Prevention System's Logic Model.
- Long-term outcomes measured and achieved as applicable to the region's three-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population, based on the Center for Disease Control's Local Technical Assistance Review.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the Division of Public Health Services' Regional Annex Technical Assistance Review.
- Number of Medical Reserve Corps volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by Medical Reserve Corps units.

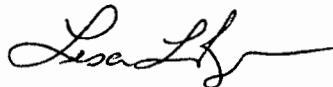
Area served: Atkinson, Chester, Danville, Derry, Hampstead, Londonderry, Plaistow, Salem, Sandown, and Windham.

Source of Funds is 95% Federal Funds from the U.S. Centers for Disease Control and Prevention and Substance Abuse and Mental Health Services Administration and 5% General Funds.

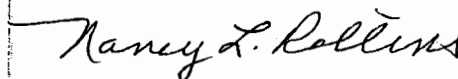
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Page 5

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

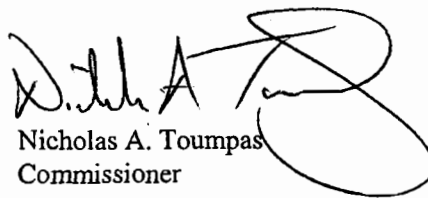


José Thier Montero, MD
Director



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/NLR/NT/js

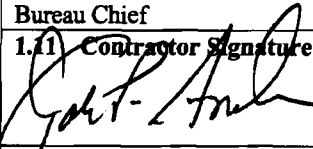
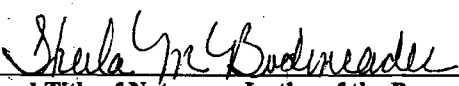

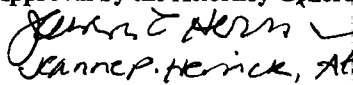
Subject: Regional Public Health Network Services

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 Town of Derry, New Hampshire		1.4 Contractor Address 14 Manning Street Derry, NH 03038	
1.5 Contractor Phone Number (603) 845-5539	1.6 Account Number 05-95-90-902510-5171-102-500731, 05-95-49-491510-2988-102-500734	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$302,326.00
1.9 Contracting Officer for State Agency Lisa L. Bujno, MSN, APRN Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John P. Anderson Town Administrator	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>7/15/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace SHEILA M. BODENRADER, Notary Public My Commission Expires August 8, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa L. Bujno, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Kanner P. Herick, Attorney On: <u>27 May, 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A

**Scope of Services
Regional Public Health Network Services**

CONTRACT PERIOD: July 1, 2013 or Date of G&C approval, whichever is later,
through June 30, 2015

CONTRACTOR NAME: Town of Derry, New Hampshire
14 Manning Street
ADDRESS: Derry, NH 03038
Town Administrator: John P. Anderson
TELEPHONE: (603) 432-6100

The Contractor shall:

The contractor, as a recipient of federal and state funds will implement recommendations from the NH Division of Public Health Service's (DPHS) report Creating a Regional Public Health System: Results of an Assessment to Inform the Planning Process to strengthen capacity among public health system partners to deliver essential public health services in a coordinated and effective manner by establishing a Regional Public Health Advisory Committee.

The contractor will implement the 2012 Regional Strategic Plan for Prevention pertaining to communities in their region addressing substance misuse prevention and related health promotion as it aligns with the existing three-year outcome-based strategic prevention plan completed June 2012, located on:
<http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>.

The contractor will develop regional public health emergency response capabilities in accordance with the Centers for Disease Control and Prevention's (CDC's) Public Health Preparedness Capabilities: National Standards for State and Local Planning (Capabilities Standards) and as appropriate to the region.

The contractor in selected regions will also implement initiatives that respond to other public health needs as identified in this Exhibit A.

All contractors will ensure the administrative and fiscal capacity to accept and expend funds provided by the DPHS and the Bureau of Drug and Alcohol Services (BDAS) for substance misuse prevention and related health promotion and other public health services as such funding may become available.

To achieve these outcomes, the contractor will conduct the following activities:

1. Regional Public Health Advisory Committee

Develop and/or maintain a Regional Public Health Advisory Committee comprised of representatives from the community sectors identified in Table 1 of the RFP. At a minimum, this entity shall provide an advisory role to the contractor and, as appropriate, subcontractors to assure the delivery of the services funded through this agreement.

The Regional Public Health Advisory Committee should strive to ensure its membership is inclusive of all local agencies that provide public health services beyond those funded under this agreement. The purpose is to facilitate improvements in the delivery of the 10 Essential Public Health Services including preparedness-related

services and continue implementation of the Strategic Prevention Framework (SPF) and substance misuse prevention and related health promotion as appropriate to the region. This is accomplished by establishing regional public health priorities that are based on assessments of community health; advocating for the implementation of programs, practices and policies that are evidence-based to meet improved health outcomes; and advance the coordination of services among partners.

A. Membership

At a minimum, the following entities within the region being served shall be granted full membership rights on the Regional Public Health Advisory Committee.

1. Each municipal and county government
2. Each community hospital
3. Each School Administrative Unit (SAU)
4. Each DPHS-designated community health center
5. Each NH Department of Health and Human Services (DHHS)-designated community mental health center
6. The contractor
7. At least one representative from each of the following community sectors shall also be granted full membership rights: business, cultural and faith-based organizations, social services, housing and sheltering, media, and senior services.
8. Representatives from other sectors or individual entities should be included as determined by the Regional Public Health Advisory Committee.

Responsibilities

Perform an advisory function to include:

1. Collaborate with the contractor to establish annual priorities to strengthen the capabilities within the region to prepare for and respond to public health emergencies and implement substance misuse prevention and related health promotion activities.
 - 1.1. Upon contracting, recruit and convene members to determine a name for the region that is based on geography (ex. Seacoast, North Country) by September 30.
2. Collaborate with regional partners to collect, analyze and disseminate data about the health of the region.
 - 2.1. Disseminate the 2012 NH State and Regional Health Profiles, the Youth Risk Behavior Survey (YRBS) and Behavioral Risk Factor Surveillance Survey (BRFSS) reports, and the forthcoming State Public Health Improvement Plan to public health system partners in the region in order to inform partners of the health status of the region. Disseminate other reports (ex. Weekly Early Event Detection Report) issued by DHHS as appropriate.
 - 2.2. Participate in local community health assessments, prioritizing the Community Benefits Assessment conducted by hospitals as required under RSA 7:32.
 - 2.3. Participate in regional, county and local health needs assessments convened by other agencies.
 - 2.4. Participate in community health improvement planning processes being conducted by other agencies.
3. Liaison with municipal and county government leaders to provide awareness of and, as possible, participation in the Regional Public Health Advisory Committee and its role to coordinate activities regionally.
4. Designate representatives to other local or regional initiatives that address emergency preparedness and response, substance misuse prevention and related health promotion, and other public health services.
5. Develop and maintain policies and procedures related to the Regional Public Health Advisory Committee that include:
 - 5.1. Organizational structure
 - 5.2. Membership
 - 5.3. Leadership roles and structure
 - 5.4. Committee roles and responsibilities
 - 5.5. Decision-making process
 - 5.6. Subcommittees or workgroups
 - 5.7. Documentation and record-keeping

- 5.8. Process for reviewing and revising the policies and procedures
6. Complete the PARTNER survey during the fourth quarter of SFY 2014.
 7. The chair of the Regional Public Health Advisory Committee or their designee should be present at site visits conducted by the NH DPHS and BDAS and, to the extent possible, be available for other meetings as requested.

2. Substance Misuse Prevention and Related Health Promotion

- a. Ensure oversight to carry out the regional three-year strategic plan (available at: <http://www.dhhs.nh.gov/dcbcs/bdas/prevention.htm>) and coordination of the SPF and other processes as described in this RFP and mapped out within the BDAS Regional Network System Logic Model (Attachment 8):
 1. Maintain and/or hire a full-time-equivalent coordinator to manage the project with one person serving as the primary point of contact and management of the scope of work.
 - a. The Prevention Coordinator(s) is required to be a Certified Prevention Specialist (CPS) or pending certification within one year of start of contract and a graduate from a four year university.
 2. Provide or facilitate appropriate professional office space, meeting space, and access to office equipment to conduct the business of the Regional Public Health Network (RPHN).
 3. Ensure proper and regular supervision to the Coordinator(s) in meeting the deliverables of this contract.
 4. Ensure the continuance of a committee to serve as the content experts for Substance Misuse Prevention and Related Health Promotion and associated consequences for the region that is under the guidance of and informs the Regional Public Health Advisory Committee.
 - a. The expert committee shall consist of the six sectors representative of the region with a shared focus on prevention misuse of substances and associated consequences. The committee will inform and guide the regional efforts to ensure priorities and programs are data-driven, evidence-based, and culturally appropriate to the region to achieve outcomes.
 - b. Ensure the expert committee provides unbiased input into regional activities and development, guidance in the implementation of the three-year strategic plan and other contract deliverables and serves as the liaison to the Regional Public Health Advisory Committee.
 - c. Recruit and maintain various members from the six core sectors to conduct the steps of the SPF in reaching key milestones and producing key products as outline in Attachment 2.
 - d. Submit any and all revised regional network strategic plans as required to BDAS that are data-driven and endorsed by regional members and the expert committee/workgroup.
 - e. Promote and communicate regional outcomes, goals, objectives, activities and successes through media and other community information channels to the regions' coalitions, local drug free community grantees, prevention provider agencies, and other prevention entities as appropriate.
 - f. Cooperate with and coordinate all evaluation efforts as required by BDAS conducted by the Center for Excellence, (e.g. PARTNER Survey, annual Regional Network Evaluation, and other surveys as directed by BDAS).
 - g. Maintain effective training and on-going communication within the coalition, expert committee, broader membership, six core sectors, and all subcommittees.
 - h. Attend all State required trainings, workshops, and bi-monthly meetings.
 - i. Work with BDAS and the Bureau of Liquor Enforcement to institute Comprehensive Synar Plan activities (merchant and community education efforts, youth involvement, policy and advocacy efforts, and other activities).
 - j. Assist with other State activities as needed.
 - k. Ongoing quality improvement is required as demonstrated by attendance and participation with Center for Excellence technical assistance events and learning collaborative(s).
 - l. Conduct 10 Appreciative Inquires annually and utilize Community-Based Participatory Research approach in outreach efforts as stated in RFP.

- m. Meet the requirements of the National Outcomes as outlined in Attachment 7.
- n. Meet the required outcomes measures as outlined in BDAS Regional Network System Logic Model (Attachment 8).
- o. Provide hosting and/or collaborative efforts for one full time Volunteers in Service to America (VISTA) volunteer provided by Community Anti-Drug Coalitions of America (CADCA) at minimum for one-year to work within and across regions to support military personnel and their families in support of the goals and objectives of the VetCorps-VISTA Project:
 - Increase the number of veterans and military families (VMF) receiving services and assistance by establishing partnerships and developing collaborations with communities to help create a network and safety net of support similar to that of military bases;
 - Increase the capacity of community institutions and civic and volunteer organizations to assist local VMFs in several areas 1) Enhancing opportunities for healthy futures for VMF focusing on access to health care and health care services, with an emphasis on substance abuse prevention, treatment and outreach; 2) Facilitating the provision of and access to social, mental and physical health services to VMF; 3) Enhancing economic opportunities for VMF (focusing on housing and employment); and 4) Increasing the number of veterans engaged in service opportunities.

3. Regional Public Health Preparedness

A. Regional Public Health Emergency Planning

The goal of these activities is to provide leadership and coordination to improve the readiness of regional, county, and local partners to mount an effective response to public health emergencies and threats. This will be achieved by conducting a broad range of specific public health preparedness activities to make progress toward meeting the national standards described in the Capabilities Standards. All activities shall build on current efforts and accomplishments within each region. All revisions to the regional preparedness annex and appendices, as well as exercises conducted under this agreement will prioritize the building and integration of the resource elements described in the Capabilities Standards.

1. In collaboration with the Regional Public Health Advisory Committee described in that section of this document provide leadership to further develop, exercise and update the current Regional Public Health Emergency Annex (RPHEA) and related appendices (Attachment 11). The RPHEA is intended to serve as an annex or addendum to municipal emergency operations plans to activate a regional response to large-scale public health emergencies. The annex describes critical operational functions and what entities are responsible for carrying them out. The regional annex clearly describe the policies, processes, roles, and responsibilities that municipalities and partner agencies carry out before, during, and after any public health emergency. For more information about the format and structure of emergency plans go to: http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
 - 1.1 Participate in an annual Regional Annex Technical Assistance Review (RATAR) developed by the NH DPHS. The RATAR outlines planning elements to be assessed for evidence of the Public Health Regions' (PHRs) overall readiness to mount an effective response to a public health emergency or threat. Revise and update the RPHEA, related appendices and attachments based on the findings from the RATAR.
 - 1.2 Participate in an annual Local Technical Assistance Review (LTAR) as required by the CDC Division of Strategic National Stockpile (DSNS). The LTAR outlines planning elements specific to managing, distributing and dispensing Strategic National Stockpile (SNS) materiel received from the CDC during a public health emergency. Revise and update the RPHEA, related appendices and attachments based on the findings from the LTAR.
 - 1.3 Develop new incident-specific appendices based on priorities identified by the NH DPHS. The DPHS will provide planning templates and guidance for use by the contractor.

- 1.4 Submit the RPHEA and all related appendices and attachments to the NH DPHS by June 30 of each year. Submission shall be in the form of a single hard copy and by posting all materials on E-Studio. E-Studio is a web-based document sharing system maintained by the DPHS.
- 1.5 Disseminate the RPHEA and related materials to planning and response partners including municipal officials from each municipality in the region. Dissemination may be through hard copy or electronic means.
2. Collaborate with hospitals receiving funds under the U. S. DHHS' Hospital Preparedness Program (HPP) cooperative agreement to strengthen and maintain a healthcare coalition in accordance with the "Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness." Healthcare coalitions consist of a collaborative network of healthcare organizations and their respective public and private sector response partners with(in) the region. Health(care) Coalitions serve as a multi-agency coordinating group that assists local Emergency Management and Emergency Support Function (ESF) #8 with preparedness, response, recovery and mitigation activities related to healthcare organization disaster operations.¹
3. Collaborate with municipal emergency management directors to integrate the assets and capabilities included in the RPHEA into municipal and regional shelter plans.
4. Pursue Memorandums of Understanding (MOUs) with governmental, public health, and health care entities that describe the respective roles and responsibilities of the parties in the planning and response to a public health emergency.
5. Implement at least one priority intervention identified during the HVA conducted in SFY 13.

B. Regional Public Health Emergency Response Readiness

1. Engage with community organizations to foster connections that assure public health, medical and behavioral health services in the region before, during and after an incident.
 - 1.1. Collaborate with community organizations to improve the capacity within the region to deliver the Ten Essential Public Health Services (Attachment 3).
2. Improve the capacity and capability within the region to respond to emergencies when requested by the NH DHHS or local governments.
 - 2.1. Coordinate the procurement, rotation and storage of supplies necessary for the activation of Alternate Care Sites (ACS), Neighborhood Emergency Help Centers (NEHCs) and Points of Dispensing (POD) and support public health, health care and behavioral health services in emergency shelters located within the region.
 - 2.2. Develop and execute MOUs with agencies to store, inventory, and rotate these supplies.
 - 2.3. Enter and maintain data about the region's response supplies in the Inventory Resources Management System (IRMS) administered by the NH DHHS Emergency Services Unit (ESU) in order to track and manage medical and administrative supplies owned by the contractor. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 2.4. Disseminate information about, and link appropriate public health and health care professionals with, the NHResponds to allow for the timely activation of volunteers during emergency events. For more information about NHResponds go to: (<https://www.nhresponds.org/nhhome.aspx>).
 - 2.5. Disseminate information about the NH Health Alert Network (HAN) and refer appropriate individuals interested in enrolling to the DPHS HAN coordinator. The HAN is an alerting and notification system administered by the NH DPHS. Receive, and act on as necessary, HAN notices from the DPHS to ensure local partners remain aware of recommendations and guidance issued by the DPHS.
 - 2.6. Based on a determination made by regional partners, administer a regional HAN in accordance with DPHS policies, procedures, and requirements.
 - 2.7. Improve capacity to receive and expend funds associated with public health emergency response in a timely manner. Assess the agency's financial, personnel, and procurement/contract management

¹ Healthcare Preparedness Capabilities-National Guidance for Healthcare System Preparedness. U.S. Department of Health and Human Services, January 2012.

- policies and procedures and improve procedures to reduce the time needed to receive and use federal and state funds during emergencies.
- 2.8. Sponsor and organize the logistics for at least two trainings/in-services for regional partners. Collaborate with the DHHS, DPHS, the NH Institute of Public Health Practice, the Community Health Institute in Bow, NH, the Preparedness Emergency Response Learning Center at Harvard University and other training providers to implement these training programs. Enter information about training programs and individuals trained into a learning management system administered by NH DPHS to track training programs.
 3. In coordination with the DHHS, maintain a Medical Reserve Corps (MRC) within the region or in cooperation with other regions according to guidance from the federal MRC program and the DHHS.
 - 3.1 Identify current members or enlist new members to serve in a leadership capacity to further develop the capability, capacity and programs of the regional MRC.
 - 3.2 Conduct outreach to health care entities to recruit health care workers with the skills, licensure and credentialing needed to fill positions described in the RPHEA, related appendices, and to support the school-based immunization clinics described in this Exhibit. Conduct outreach in other venues to recruit non-clinical volunteers.
 - 3.3. Enter and maintain data about MRC members in a module within the NHResponds system administered by the NH DHHS to ensure the capability to notify, activate, and track members during routine public health or emergency events. Utilize this system to activate members and track deployments. Each agency funded under this agreement will be granted administrative access rights to this web-based system in order to complete this activity.
 - 3.4. Enter information about training programs and individuals trained into a learning management system administered by NH DHHS to track training programs completed by MRC members.
 - 3.5 Conduct training programs that allow members to meet core competency requirements established by the NH MRC Advisory Committee and the NH DHHS. Provide at least one opportunity per year for members to take each of the on-site courses required to meet the core competency requirements. These courses may be offered in the region or an adjoining region when feasible.

C. Public Health Emergency Drills and Exercises

1. Plan and execute drills and exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
 - 1.1 Maintain a three-year Training and Exercise Plan (TEP) that, at a minimum, includes all drills and exercises as required under the SNS program.
 - 1.2 Coordinate participation of regional partners in a HSEEP compliant functional exercise regarding the section in the regional annex to provide low-flow oxygen support to patients in an ACS. The exercise will be offered through a vendor contracted by the DPHS.
 - 1.3 Based on the mutual agreement of all parties and as funding allows, participate in drills and exercises conducted by the NH DPHS, NH DHHS ESU, and NH Homeland Security and Emergency Management (HSEM).
 - 1.4 Collaborate with local emergency management directors, hospitals, and public health system partners to seek funding to support other workshops, drills and exercises that evaluate the Capabilities Standards based on priorities established by regional partners.
 - 1.5 To the extent possible, participate in workshops, drills and exercises as requested by local emergency management directors or other public health partners.

4. Performance Measures

Regional Public Health Advisory Committee

- Representation of at least 70% of the 11 community sectors identified in the CDC Capabilities Standards that participate in the Regional Public Health Advisory Committee.
- Representation of 65% of the 6 community sectors identified in the Governor's Commission plan that participate in the Regional Public Health Advisory Committee.
- Representation of at least 70% of the 13 healthcare sector partners identified by the DPHS that participate in the regional healthcare coalition.
- Documented organizational structure for the Regional Public Health Advisory Committee (e.g. vision or mission statements, organizational charts, MOUs, minutes, etc.).
- Establish and increase over time regional connectivity among stakeholders and improved trust among partners via the annual PARTNER Survey.

Substance Misuse Prevention and Related Health Promotion

Outcome and evaluation measure instruments will be administered in cooperation with the NH Center for Excellence and Monthly submission of process evaluation data via the web-based performance monitoring system (P-WITS) and other surveys and reports as required by BDAS (e.g. PARTNER survey, Regional Network Evaluation, Regional Network Annual Report).

- Percentage of increase of evidence-based programs, practices and policies adopted by sector as recorded in P-WITS.
- Increase in the amount of funds and resources leveraged in the implementation of prevention strategies as recorded in P-WITS.
- Number and increase in the diversity of Center for Substance Abuse Prevention (CSAP) categories implemented across Institute of Medicine (IOM) classifications as outlined in the Block Grant Requirements (Attachment 7) as recorded in P-WITS.
- Number of persons served or reached by IOM classification as recorded in P-WITS.
- Number of key products produced and milestones reached as outlined in Attachment 2 and reported annually in the Regional Network Annual Report and as recorded in P-WITS.
- Short-term and intermediate outcomes measured and achieved as outlined in the Regional System Logic Model (Attachment 8).
 - a) Long-term outcomes measured and achieved as applicable to the region's 3-year strategic plan.

Regional Public Health Preparedness

- Score assigned to the region's capacity to dispense medications to the population based on the CDC LTAR.
- Score assigned to the region's capacity to activate a community-based medical surge system during emergencies based on the DPHS' RATAR.
- Number of MRC volunteers who are deemed eligible to respond to an emergency.
- Percent of requests for deployment during emergencies met by MRC units.

5. Training and Technical Assistance Requirements

The contractor will participate in training and technical assistance programs offered to agencies receiving funds under this agreement.

Regional Public Health Preparedness

1. Participate in bi-monthly Preparedness Coordinator technical assistance meetings.
2. Develop and implement a technical assistance plan for the region, in collaboration with the agency that is under contract with the NH DPHS to provide that technical assistance.
3. Complete the training standards recommended for Preparedness Coordinators (See Attachment 12).
4. Attend the annual Statewide Preparedness Conferences in June 2014 and 2015.

Medical Reserve Corps

1. Participate in the development of a statewide technical assistance plan for MRC units.
2. Participate in monthly MRC unit coordinator meetings.
3. Attend the annual Statewide MRC Leadership Conference.

Substance Misuse Prevention and Related Health Promotion

1. On going quality improvement is required as demonstrated by attendance and participation with Center for Excellence on or off site technical assistance and learning collaborative(s).

6. Administration and Management

A. All Services

1. Workplan

Monitor progress on the final workplan approved by the DHHS prior to the initiation of the contract. There must be a separate section for each of the following:

- a. Regional Public Health Advisory Committee
- b. Substance Misuse Prevention and Related Health Promotion
- c. Regional Public Health Emergency Preparedness
- d. Training and Technical Assistance
- e. Administration and Management

2. Reporting, Contract Monitoring and Performance Evaluation Activities

All Services

1. Participate in an annual or semi-annual site visit with DHHS, DPHS and BDAS staff. Site visits will include:
 - 1.1 A review of the progress made toward meeting the deliverables and requirements described in this Exhibit A based on an evaluation plan that includes performance measures.
 - 1.2 Subcontractors must attend all site visits as requested by DHHS.
 - 1.3 A financial audit in accordance with state and federal requirements.
2. Maintain the capability to accept and expend funds to support funded services.
 - 2.1 Submit monthly invoices within 20 working days after the end of each calendar month in accordance with the terms described in Exhibit B, paragraph 3, on forms provided by the DHHS.
 - 2.2. Assess agency policies and procedures to determine areas to improve the ability to expedite the acceptance and expenditure of funds during public health emergencies.
 - 2.3. Assess the agency's capacity to apply for state and federal reimbursement for costs incurred during declared emergencies.
3. Ensure the capacity to accept and expend new state or federal funds during the contract period for public health and substance misuse prevention and related health promotion services.

4. Submit for approval all educational materials developed with these funds. Such materials must be submitted prior to printing or dissemination by other means. Acknowledgement of the funding source shall be in compliance with the terms described in Exhibit C, paragraph 14.
5. Provide other programmatic updates as requested by the DHHS.
6. Engage the Regional Public Health Advisory Committee to provide input about how the contractor can meet its overall obligations and responsibilities under this Scope of Services.
 - 6.1. Provide the Regional Public Health Advisory Committee with information about public health and substance misuse prevention and related health promotion issues in the state and region that may impact the health and wellness of the public and the ability of communities to respond to and recover from emergencies.
 - 6.2. Facilitate awareness of the Regional Public Health Advisory Committee about the agency's performance under this Scope of Services by allowing a representative from the Regional Public Health Advisory Committee to participate in site visits and other meetings with the NH DHHS related to the activities being conducted under this agreement.

3. Subcontractors

- 3.1. If any services required by this Exhibit are provided, in whole or in part, by a subcontracted agency or provider, the DHHS must be notified in writing *and approve the subcontractual agreement*, prior to initiation of the subcontract.
- 3.2. In addition, the original contractor will remain liable for all requirements included in this Exhibit and carried out by subcontractors.

4. Transfer of assets

- 4.1 Upon notification by the DHHS and within 30 days of the start of the contract, coordinate with the DHHS the transfer of any assets purchased by another entity under a previous contract.

Public Health Preparedness

1. Submit quarterly progress reports based on performance using reporting tools developed by the DPHS. A single report shall be submitted to the DPHS' Community Health Development Section that describes activities under each section of this Exhibit that the contractor is funded to provide. The Section will be responsible to distribute the report to the appropriate contract managers in other DPHS programs.
2. Complete membership assessments to meet CDC and Assistant Secretary for Preparedness and Response (ASPR) requirements.

Substance Misuse Prevention and Related Health Promotion

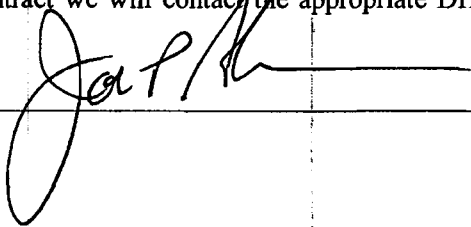
1. Complete monthly data entry in the BDAS P-WITS system that aligns and supports the regional substance misuse prevention and related health promotion plan.
 - 1.1. Contractor will submit the following to the State:
 - 1.1.1. Submit updated or revised strategic plans for approval prior to implementation.
 - 1.1.2. Submit annual report to BDAS due June 25, 2014 and 2015 (template will be provided by BDAS).
 - 1.1.3. Cooperate and coordinate all evaluation efforts conducted by the Center for Excellence, (e.g. PARTNER Survey, annual environmental measure, and other surveys as directed by BDAS).
 - 1.1.4. Provide additional information as a required by BDAS.

Fiscal Agent

1. As requested by regional partners, serve as a fiscal agent for federal, state or other funds to provide public health services within the PHR. Services provided using these funds may be implemented by the contractor or other partnering entities.

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 appropriate DHHS office immediately for additional guidance.

Executive Director Signature: _____



NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

Regional Public Health Network Services

CONTRACT PERIOD: July 1, 2013 or date of G&C approval, whichever is later, through June 30, 2015

CONTRACTOR NAME: Town of Derry, New Hampshire
14 Manning Street
ADDRESS: Derry, NH 03038
Town Administrator: John P. Anderson
TELEPHONE: (603) 432-6100

Vendor #177379-B003	Job #90077021	Appropriation #05-95-90-902510-5171-102-500731
	Job #90077026	Appropriation #05-95-90-902510-5171-102-500731
	Job #95846502	Appropriation #05-95-49-491510-2988-102-500734

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:



~~\$105,966~~
\$103,966 for Public Health Preparedness – Regional Planning, Response and Exercises and Drills, funded from 85.45% federal funds from the U.S. Centers for Disease Control and Prevention (CDC), (CFDA #96.069), and 14.55% general funds and \$67,600 for Public Health Preparedness – Cities Readiness Initiative, funded from 100% federal funds from the U.S. CDC, (CFDA #93.069), and \$130,760 for Substance Misuse Prevention and Related Health Promotion, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration (CFDA #93.959).

TOTAL: \$302,326.00

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.
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 14.11. 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.*

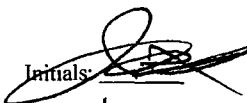
✓(2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. Renewal:

As referenced in the Request for Proposals, Renewals Section, DHHS in its sole discretion may decide to offer a two (2) year extension of this competitively procured agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

18. Authority to Adjust

Notwithstanding paragraph 18 of the P-37 and Exhibit B, Paragraph 1 Funding Sources, to adjust funding from one source of funds to another source of funds that are identified in the Exhibit B Paragraph 1 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

Initials: 
Date: 4/15/13

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.

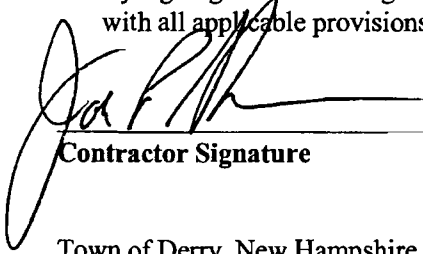
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Contractor Signature

Town Administrator

Contractor's Representative Title

Town of Derry, New Hampshire

Contractor Name

4/15/13

Date